

# ORIGINAL

## 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: 791-4107

Wellington

## INVITATION TO BID

**BID TITLE:**

Big Blue Trace Multiuse Trail Project

**BID NO:**

202037

**NAME OF FIRM, ENTITY, or ORGANIZATION:**

Heavy Civil Inc.

**NAME OF CONTACT PERSON**

Rudy Polselli

**VENDOR MAILING ADDRESS:**

150 E. Sample Road,  
Ste 310

**CITY:**

Pompano  
Beach

**ZIP:**

33064

**STATE:**

FL

**TITLE**

Operation Manager

**VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):****CITY:****ZIP:****STATE:****PHONE NUMBER:**

954-597-6443

**FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):**

46-5439171

**EMAIL ADDRESS:**

rudy@heavycivilinc.com

**FAX NUMBER:**

N/A

**STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)**

#C6C1528801

**ORGANIZATIONAL STRUCTURE (Please Check One):**

Corporation ☒

Partnership ☐

PROPRIETORSHIP ☐

Joint Venture ☐

Other ☐

If Corporation, please provide the following:

(A) Date of Incorporation:

03 / 05 / 2014  
Month / Day / Year

(B) State or Country of Incorporation:

Florida

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## BID PROPOSAL CHECKLIST

### Please submit your proposal in this order

- YES ☒ NO ☐ 1. Bid submittal – one (1) original and one (1) PDF (CD or flash drive) Copy
- YES ☒ NO ☐ 2. Bid Form signed by authorized representative
- YES ☒ NO ☐ 3. Acknowledgment of addendums
- YES ☒ NO ☐ 4. Bid Bond/Security or Cashier's Check
- YES ☒ NO ☐ 5. Schedule of Value
- YES ☒ NO ☐ 6. Schedule of Subcontractor/Supplies
- YES ☒ NO ☐ 7. Schedule of Equipment and Materials
- YES ☒ NO ☐ 8. Sworn Statement under Section 287.133(3) (a)
- YES ☒ NO ☐ 9. Drug Free Workplace
- YES ☒ NO ☐ 10. Trench Safety Affidavit
- YES ☒ NO ☐ 11. Questionnaire
- YES ☒ NO ☐ 12. References
- YES ☒ NO ☐ 13. Insurance Certificates
- YES ☒ NO ☐ 14. Copy of Appropriate Licenses
- YES ☒ NO ☐ 15. Proof of Workers Compensation Insurance/Workers Compensation Exemption Affidavit
- YES ☒ NO ☐ 16. Conflict of Interest Statement
- YES ☒ NO ☐ 17. Non-Collusion Affidavit
- YES ☒ NO ☐ 18. FDOT Certification Documents
- A. FDOT Certification
- B. FDOT Form 525-010-46
- C. FDOT Form 525-010-46
- YES ☒ NO ☐ 19. Bid opportunity list form (FDOT Form 375-040-62)
- YES ☒ NO ☐ 20. FDOT Drug Statement (FDOT Form 375-040-18)
- YES ☒ NO ☐ 21. Debarment Form (FDOT Form 375-040-32)

## BID FORM

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

PROJECT: Big Blue Trace Multiuse Trail Project

Date: October 7, 2020

BIDDER: Heavy Civil Inc.

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

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

Date October 1, 2020

Addenda Number 1

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.

**Council**

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

**Manager**

Paul Schofield

**ITB 202037**

**Title:** Big Blue Trace Multiuse Trail Project

**Opening Date:** October 7, 2020 at 2:00pm

**Addendum Date:** October 1, 2020

**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 Big Blue Trace Multiuse Trail Project. 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:** Can you please verify the number of Type C Inlets and Type P-6 Inlets to install on the job on reference? I only see two Type C Inlets, not five, and the plans also show three Type P-6 Inlets to install.

Response: Please use the Scheduled of Values Revised 9/29/2020 attached to Addendum One when submitting your bid. Line Item number 30 has been revised to quantity 2. Line Item number 30A has been added to include 3 type P-6 curb inlets.

2. **Question:** The typical sections in the plans ( Sheets TYP.1 , TYP.2 & TYP.3) all call for compacted subgrade under the new path with an LBR of 20..... Your bid Item ( # 11 & # 22) is for Stabilized subgrade w an LBR of 40. Which is it? There is a big price difference between compacted and stabilized subgrade.

Response: Please use the Scheduled of Values Revised 9/29/2020 attached to Addendum One when submitting your bid. Line item number 11 has been revised in the SOV to be LBR 20, to match the design plans. Line item number 22 is correct, as it correlates to the curb return section on Sheet TYP.6

3. **Question:** What is the anticipated start date? I have had LAP jobs take as much as 5 months to start.

Response: Construction is anticipated to begin in January 2021.

4. **Question:** Since this is a LAP job is FDOT Prequalification a bid requirement per your LAP agreement with FDOT?

Response: FDOT Prequalification shall be required by the Village of Wellington for this project.

5. **Question:** Bid documents state contract time is 90 days - with 15 days to final. Contractor believes this is a very tight schedule. Will the Village consider changing this to 150 days - with 30 days to final in order to allow enough.

Response: Similar projects have been completed in the provided time frame in Wellington without issue. The time frame will remain as intended.

6. **Question:** Please can you provide the City's project budget if available.

Response: The engineer's estimate is \$801,000

7. **Question:** Please provide copy of FDOT form 375-040-32 since it does not show up on the forms of FDOT web page.

Response: FDOT form 375-040-32 listed on the bid checklist should be FDOT Form 375-030-32.

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**8. Question: Please we need clarification on the following items on the bid checklist:**

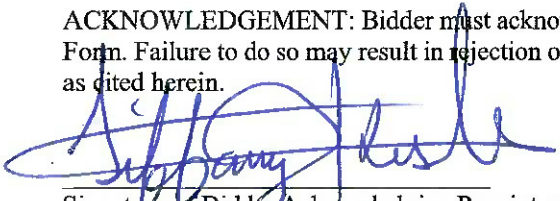
- a. 18a it is asking for FDOT Certification. Please can you provide a sample of what is needed to make sure we do not miss any documents
- b. 18b FDOT Form 525-010-46
- c. 18c FDOT Form 525-010-46 this is the same form as 18b. Is this a typing error or is there another form that is needed.

Response: Bidders should provide a copy of the Certificate of Qualifications letter they received from FDOT showing the expiration date and the approved work classes. Item 18c on the bid checklist is an error and shall be removed.

**9. Question: Please can you provide the project address.**

Response: The project is a portion of Big Blue Trace in Wellington, FL. Please see cover sheet of plans.

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



(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:

Big Blue Trace Multiuse Trail Project shall be Substantially Complete within 90 days of Notice to Proceed and Finally Complete within 105 days of Notice to Proceed. Work hours Monday – Friday; 7am – 6pm, 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: Heavy Civil Inc.  
Address: 150 E. Sample Road, Ste 310  
Pompano Beach, FL 33064  
Phone No.: 954-597-6443 Fax: N/A

10. BIDDER'S Florida Contractor's License No. 06C1528801
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 Heavy Civil Inc. (SEAL)

State of Incorporation Florida

Authorized Person: Todd Kneisel

Title: President

Signature: \_\_\_\_\_

Attest: \_\_\_\_\_ (Secretary)

Signature: \_\_\_\_\_

Business Address: 150 E. Sample Road, Ste 310

Pompano Beach, FL 33064

Phone Number: 954-597-6443

Fax Number N/A

## 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 Heavy Civil Inc.

150 East Sample Road, Unit 310, Pompano Beach, FL. 33064

as Principal, hereinafter called the Principal, and Frankenmuth Mutual Insurance Company

1 Mutual Avenue, Frankenmuth, MI. 48787

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

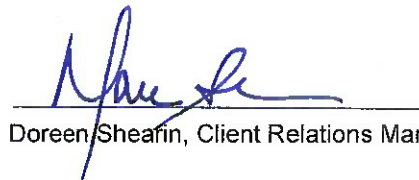
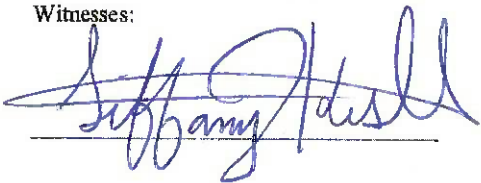
as Oblige, hereinafter called the Oblige, in the sum of Ten Percent (10%) of amount bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these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

WHEREAS, the said Principal has submitted a bid for ITB 202037- Big Blue Trace Multiuse Trail Project.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 October 7th, 2020

Witnesses:

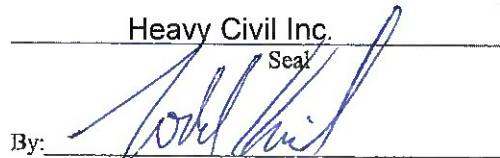


Doreen Shearin, Client Relations Manager

Heavy Civil Inc.

Seal

By:



Frankenmuth Mutual Insurance Company

Seal

By:



Warren M. Alter, Attorney-In-Fact



FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

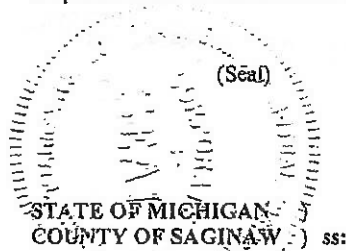
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By [Signature]  
Frederick A. Edmond, Jr.,  
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature] (Seal)  
Dianne L. Voss, Notary Public  
Saginaw County, State of Michigan  
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 7th day of October, 2020

[Signature]  
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED  
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

# SCHEDULE OF VALUES – Revised 9/29/2020

Heavy Civil Inc

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

Pay Item Number*	Pay Item Description*	Quantity	Unit	Unit Cost	Total
<b>Pathway Widening</b>					
1	CLEARING AND GRUBBING	3.72	Ac.	3,900.00	14,508.00
2	DEMOLITION & HAUL (PER DEMOLITION PLANS)	1	LS	25,000.00	25,000.00
3	REGULAR EXCAVATION	1,268	CY	15.00	19,020.00
4	EMBANKMENT	884	CY	8.00	7,072.00
5	FINAL GRADING / TOP SOIL	5303	SY	3.00	15,909.00
6	SODDING	5303	SY	3.50	18,560.50
7	MILL 1" EX. ASPHALT (PATHWAY)	493	SY	9.95	4,905.35
8	1" TYPE SP-9.5 ASPHALT (PATHWAY)	381	TON	145.00	55,245.00
9	TYPE SP-9.5 ASPHALT OVERBUILD (PATHWAY)	165	TON	175.00	28,875.00
10	6" BASE COURSE - CRUSHED CONCRETE OR LIMEROCK - LBR 120 (PATHWAY)	3253	SY	16.75	54,487.75
11	12" TYPE B STABILIZATION - LBR 20 (PATHWAY)	4414	SY	4.50	19,863.00
12	6" CONCRETE SIDEWALK	1671	SY	38.00	63,498.00
13	CURB RAMP	11	EA	750.00	8,250.00
14	TYPE F-CURB	1969	LF	22.00	43,318.00
<b>Intersection Improvements</b>					
15	MILL 1" EX. ASPHALT (INTERSECTION)	1914	SY	4.00	7,656.00
16	MILL 1" EX. ASPHALT (TRAVEL LANE)	1231	SY	4.00	4,924.00
17	1" TYPE SP-9.5 ASPHALT (INTERSECTION)	108	TON	165.00	17,820.00
18	1" TYPE SP-9.5 ASPHALT (TRAVEL LANE)	69	TON	165.00	11,385.00
19	1" TYPE SP-9.5 ASPHALT (WIDENING)	3	TON	200.00	600.00
20	1 1/2" TYPE SP-12.5 ASPHALT (WIDENING)	3	TON	200.00	600.00
21	8" BASE COURSE - CRUSHED CONCRETE OR LIMEROCK - LBR 120 (WIDENING)	59	SY	50.00	2,950.00
22	12" TYPE B STABILIZATION - LBR 40 (WIDENING)	59	SY	21.00	1,239.00
<b>Pavement Marking and Signage (Reflective Thermoplastic Markings)</b>					
23	6" THERMOPLASTIC WHITE SOLID	660	LF	0.95	627.00
24	12" THERMOPLASTIC WHITE	846	LF	2.10	1,776.60
25	24" THERMOPLASTIC WHITE	942	LF	4.20	3,956.40
26	R1-1 STOP SIGN	5	EA	520.00	2,600.00
27	6" THERMOPLASTIC YELLOW SOLID	0.1	GM	4,990.00	499.00
28	18" THERMOPLASTIC YELLOW SOLID	90	LF	3.15	283.50
29	TEMPORARY STRIPING (10%, TOTAL PMS COST)	1	LS	487.10	487.10
<b>Drainage / Utilities</b>					
30	INLETS, DT BOT, TYPE C	2	EA	3,300.00	6,600.00
30A	TYPE P-6 CURB INLET WITH P BOTTOM	3	EA	5,300.00	15,900.00
31	OPEN FLUME	6	EA	830.00	4,980.00
32	18" REINFORCED CONCRETE PIPE	600	LF	48.00	28,800.00
33	8" PVC PIPE	32	LF	58.00	1,856.00
34	MITERED END SECTION - 8"	4	EA	500.00	2,000.00
<b>Landscaping</b>					
35	IRRIGATION REFURBISHMENT	1	AL	\$ 25,000.00	\$ 25,000.00

Heav Civil Inc.

Pay Item Number*	Pay Item Description*	Quantity	Unit	Unit Cost	Total
GENERAL CONDITIONS					
36	MOBILIZATION & DEMOBILIZATION	1	LS	9,648.80	9,648.80
37	MAINTENANCE OF TRAFFIC	1	LS	17,000.00	17,000.00
38	EROSION CONTROL	1	LS	15,000.00	15,000.00
39	PROJECT LAYOUT / SURVEYING	1	LS	15,300.00	15,300.00
40	MATERIAL TESTING ALLOWANCE (OWNER CONTROLLED)	1	AL	\$ 10,000.00	\$ 10,000.00
41	AS-BUILTS	1	LS	16,000.00	16,000.00
42	CONTINGENCY 20% of 1-35 (OWNER CONTROLLED)	1	LS	106,010 <sup>23</sup>	106,010 <sup>24</sup>
				Grand Total	710,010 <sup>24</sup>

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

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

## SCHEDULE OF SUBCONTRACTORS

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

Discipline	Subcontractor	Address City, ST, Zip	License Number
MOT	Arrive Alive Traffic	3165 N John Young Parkway Orlando, FL 32804	
Type F Curb	Roble Concrete	1531 Drexel Rd, Lot 282 West Palm Beach, FL 33417	
Striping	Southwide	4357 Okeechobee Blvd, Ste C4 West Palm Beach, FL 33409	

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## SCHEDULE OF EQUIPMENT AND MATERIALS

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

Item	Manufacturer	Description
Roller	CAT	CB1.7
Loader	John Deere	544L
Skidsteer	CAT	259D
Excavator	CAT	M320F
Dozer	CAT	D5K2L
Skidsteer	John Deere	332G
Excavator	Keobelco	SK350-9
Excavator	CAT	M320F
Loader	CAT	938M

## 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 Heavy Civil Inc.  
by Todd Kneisel - President [print name of the public entity]  
for Heavy Civil Inc. [print individual's name and title]  
[print name of entity submitting sworn statement]  
whose business address is 150 E. Sample Road, Ste 310  
Pompano Beach, FL 33064  
and (if applicable) its Federal Employer Identification Number (FEIN) is 46-5439171  
(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.]

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

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

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

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

[signature]

October 7, 2020

[date]

STATE OF Florida

COUNTY OF Broward

Subscribed and Sworn to (or affirmed) before me on 7<sup>th</sup> day of October, 2020 by

Todd Kneisel

[date]

[name]

He/she is personally known to me or has presented

as identification.

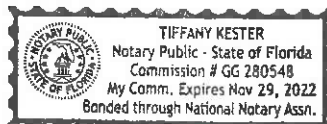
[type of identification]

[Notary's Signature and Seal]

Form PUR 7068 (Rev. 04/10/91)

M/R 03/06/92

Tiffany Kester #GG 280548  
Print Notary Name and Commission No.



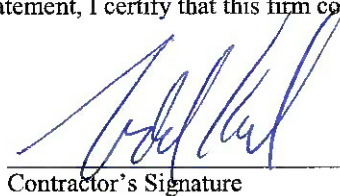
## DRUG FREE WORKPLACE

(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)

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

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

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
	18" RCP 600 feet, Slope	3.00
	Total	

[Signature] (Signature) October 7, 2020 (Date)

STATE OF Florida  
COUNTY OF Broward

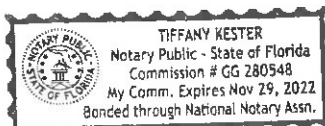
Subscribed and Sworn to (or affirmed) before me on 7<sup>th</sup> day of October, 2020  
by

Todd Kneisel He/she is personally known to me or has presented

(type of i.d.) as identification.

[Signature]  
Notary Public Signature and Seal

Tiffany Kester #GG280548  
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? 6+
2. What is the last project of this nature that you have completed?  
Wilton Manor - NE 26<sup>th</sup> Street from Andrews Avenue to Dixie Highway - LAP
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: (Attached List)  

<u>Priscilla Cygielnik</u>	<u>PCygielnik@deerfield-beach.com</u>	<u>954-480-4464</u>
<small>Name</small>	<small>Email Address</small>	<small>Phone</small>
<u>Susan Hindman</u>	<u>Susan.Hindman@dot.state.fl.us</u>	<u>863-273-1680</u>
<small>Name</small>	<small>Email Address</small>	<small>Phone</small>
<u>Mark DiMascio</u>	<u>MDiMascio@deerfield-beach.com</u>	<u>954-952-0222</u>
<small>Name</small>	<small>Email Address</small>	<small>Phone</small>
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
T5674	FDOT	Brian Qualls Project Admin.	bqualls@greenigering.com 407-463-0229	219 N. Newman St. 4 <sup>th</sup> Floor Jacksonville, FL 32202
E1551	FDOT	Robert Hill Project Admin.	Robert.Hill@dot.state.fl.us 941-465-0555	14000 State Rd. 64 Eas Bradenton, FL 34212
Frazier	City of Stuart	Gray Jones Project Manager	gjones@gpcaptec.com 772-215-0387	301 NW Flager Avenue Stuart, FL 34994

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

Yes

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

Subcontractor	Work to be Performed
Arrive Alive Traffic	MOT
Robles Concrete	Type F Curb
Southwide	Striping

8. What equipment do you own that is available for the work? Excavator, Skidsteer, Loader, Roller, Small Tools
9. What equipment will you purchase for the proposed work? TBD
10. What equipment will you rent for the proposed work? TBD

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs. (See Attachment Resume)

Rudy Polselli - 30+ years in project management in construction. Overseeing all areas of operations for all jobs.

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 Heavy Civil Inc.

14. The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☒ Corporation or ☐ Other Type of Entity (Fill In).

15. The address of principal place of business is 150 E. Sample Road  
Ste 310

Pompano Beach, FL 33064

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

Todd Kneisel - President



# RUDOLPH POLSELLI

561-373-2995 ■■■ rpolselli@yahoo.com

## SENIOR MANAGEMENT EXECUTIVE

### Heavy Highway / Civil Construction & Construction Management

*"I literally grew up in the business and understand the complexity and depth of every role – more importantly, I know what it takes to be successful in this industry"*

- **Third-generation construction executive with deep love of the heavy construction business** and extensive, hands-on experience and deep industry knowledge spanning 30-plus years.
- **Highly innovative and well versed** in construction practices and experienced with DOT, municipal, civic and public construction projects up to \$450M; managed teams of 1200+ employees: Alt.bidding process & Hard Bid
- **Unmatched ability to anticipate** industry trends, recognize potential risks and proactively implement changes.
- **Repeatedly recognized** for excellence in work performance—entrusted with key business and profit growth initiatives. Has completed 2 successful Corporate **"Turn Around's"**
- **Proven to be pivotal contributor** and critical employee in fast-paced, high-pressure business situations. Held management roles with ENR 100's, **Tutor Perini** and **Primoris Services**

#### Management & Leadership Expertise

Strategic Planning | Construction Management | Major DOT, Civil & Public Construction Projects  
Contract Administration | Project & Cost Estimating | Project Management | Team Leadership | Cost Containment  
Construction Operations | Multi-Site Operations | P&L Management | Construction Codes | Union & Labor Relations  
Safety Regulations | Policies & Procedures | Process & Efficiency Improvement | Capital & Operation Budgets  
Labor Efficiency | Contract Negotiations | Vendor Management | Quality Assurance | Design Build/ P3

## EXTENSIVE INDUSTRY EXPERIENCE & EXPERTISE

### **Director of Operational Improvements/ Area Operations Manager**

**Oct 2016-Current**

*Zachry Construction Corp – San Antonio, TX / Charlotte, NC*

#### Managing Operational Improvements

- ❑ Overseeing all areas of operations in the Heavy Civil Unit in NC/SC
- ❑ Including Estimating, Project Management, Contract administration and Construction
- ❑ Recognizing issues such as Claims and working with the Project team to submit such Claims
- ❑ Working with project teams on work plans and finding the most efficient way to build the project
- ❑ Sit on the Executive Team corporately to decide what projects to bid, productivity and methods and Margins
- ❑ Worked on both Hard Bid and Alt. Delivery projects in Texas, NC, SC.
- ❑ Helped mentor and teach younger managers on Estimating and Project Management and overall Efficiency

### **VICE PRESIDENT of TEXAS OPERATIONS**

**Oct 2015-Oct2016**

*James Construction Group/ Primoris Services (a public co.) – Houston, TX*

#### Responsible for Managing all Divisional Operations in Texas

- ❑ Complete P&L responsibility of a \$ 300mill / Yr. Heavy Civil Program with 5 Division and a \$ 1Bill Backlog
- ❑ Managed 5 Divisions including 4 Heavy Civil Units a Quarry, an Asphalt Plant and 4 Concrete Plants
- ❑ Turned a profit in 4 Divisions in 2016 that previously lost money in 2015
- ❑ Managed over 1200 employees on 20 Projects Ranging from \$ 5 Mill to \$450 Mill
- ❑ Brought in top level talent from around the country to execute and manage the work properly including Estimating



- ☐ Handled all top level meetings and had the final say with owners & governmental agencies
- ☐ Negotiated all JV agreements and had final say on Design Build Submittal Packages

## **VICE PRESIDENT / DIVISION MANAGER**

**2015-2015**

*Texas Sterling Construction Co (a public co.) – Houston, TX*

Responsible for managing all Divisional Operations

- ☐ Complete P&L responsibility of a \$ 200mill / Yr. Business Unit
- ☐ Implemented new policy's and procedures in all area's including safety & estimating
- ☐ Turned a profit for the first time in 22 quarters with in the first 5 months
- ☐ Managed over 500 employees on 30 active jobs
- ☐ Brought in top level talent from around the country to manage work properly
- ☐ Handled all top level meetings and had the final say with owners & Texdot.
- ☐ Signed and negotiated all contracts and worked closely with the bonding company

## **SR PROJECT MANAGER**

**2014- 2015**

*Tutor Perini Civil East (a public co.) – Jessup, MD*

Responsible for managing large heavy highway projects in the \$ 150 Mill + Range

- ☐ Manage the day to day construction and fiscal operations of a large project
- ☐ Manage and keeping current all costs, forecasts, projections and budgets
- ☐ Train and mentor numerous young engineers
- ☐ Coordinating liaison between contractor and the owner as far as change orders, schedules and target dates
- ☐ Attend weekly progress meetings with both the owner and sub-contractors
- ☐ Manage numerous Civil and Structural crews and all subcontractors.
- ☐ Develop budgets and cash flow analysis for project along with monthly updates.

## **SR DESIGN BUILD CONSTRUCTION MANAGER**

**2013 to 2014**

*Corman Construction Company – Annapolis Junction, MD*

Responsible for managing large design build projects in the Mid-Atlantic Region from RFQ until construction; then managing the final design and construction field teams.

- ☐ Analyze all aspects of design build job to make an accurate risk assessment of the project prior to RFQ and present findings to ownership.
- ☐ High level involvement in preparing technical portion of bid and identifying best means to build the project.
- ☐ Assist proposal writers in preparing RFQ and RFP.
- ☐ Coordinating liaison between design team and estimating team to prepare the best possible bid.
- ☐ Attend proprietary meetings and question and answer sessions with owners.
- ☐ After bid award, managed the design team and led plan and constructability reviews meetings.
- ☐ Employed the proper field team to construct project and identified all equipment and manpower needs including sub-contractors and suppliers to complete project.
- ☐ Develop budgets and cash flow analysis for project along with monthly updates.

## **PRESIDENT**

**2000 to 2012**

*Barrier Wall of South Florida, Inc. HHWY Const. – Palm Beach Gardens, FL*

Created and brought strategic vision and operation plan to fruition, building new, heavy highway Construction Company from the ground up. Garnered contracts with DOT and other major government contractors throughout state of Florida. Recruited, trained and managed entire staff of 100+ employees.

- ❑ Maximized existing relationships and strategically targeted government contractors to rapidly secure lucrative concrete, underground, and highway construction contracts.
- ❑ Propelled sales to \$10 Million by year 3
- ❑ Pioneered innovative processes, work systems and internal operations to drive continuous process improvement and maintain high quality of production and customer service.

**VP OF OPERATIONS / DIVISION MANAGER 1994 to 2000**

*Florida Curbing Inc. (Division of Wicklund Holdings) HHWY Const.— Ft. Lauderdale, FL*

Recruited to streamline and merge two corporate acquisitions into one cohesive construction company. Established solid operating, financial and reporting infrastructure; and developed standard procedures, policies and systems. Recruited and built world-class team of 200 employees.

- ❑ Managed effective operations and daily management of highway Construction Company, including large underground utilities and road building divisions.
- ❑ Positioned company for dramatic growth and increased profitability/bottom-line performance by expanding and strengthening customer base and enhancing internal productivity and efficiency.
- ❑ Prepared all corporate forecasts and project budgets, assisted with annual 10Ks and Qs and handled all bonding and insurance requirements.
- ❑ Guided efficiency improvement initiatives throughout company in areas of policies and procedures, field productions, vendor payments and project planning.

**SENIOR PROJECT MANAGER | ESTIMATOR****1992 to 1994**

*Community Asphalt (division of OHL Group) – Miami, FL*

Estimated and managed major DOT projects up to \$50M, handled up to 5 to 10 projects at a time. Prepared estimates, contracts, documents, correspondence, budgets and reports. Worked with engineers and negotiated optimal terms with subcontractors and vendors.

- ❑ Coordinated engineering and construction project schedules to ensure completion within estimated timeframe and funding parameters.
- ❑ Handled material purchases, prepared subcontractor agreements, and verified accuracy of change orders and agenda items.
- ❑ Developed cost estimates and risk assessments; tracked labor, equipment, materials and overhead costs for successfully awarded contracts.

**DIRECTOR OF GRADING OPERATIONS | PROJECT MANAGER | ESTIMATOR**  
**1992****1988 to**

*Pavex Corporation (division of The Vecellio Group) – Pompano Beach, FL*

Recruited to estimate and manage numerous DOT, municipal, public, and airport projects ranging from \$1M to \$20M in value. Quickly promoted and eventually directed all grading projects, up to 15 at a time. Interfaced with estimating department on project bids, plans and budgets. Supervised 100+ employees including project managers, superintendents and general superintendent. Reported directly to president.

- ❑ Estimated more than 100 DOT projects and managed full project scope including plans, specifications, change orders, contracts, progress schedules, labor, materials, and equipment.
- ❑ Worked on largest, single project for the company valued at \$15M and secured large bonus by implementing maximum efficiency and cost control strategies.

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**ESTIMATOR | GENERAL SUPERINTENDANT**  
*RTP Inc/ Polselli & Angelucci – Philadelphia, PA*

**1984 to 1988**

Advanced through increasingly responsible roles in company and subsequently promoted to project manager. Oversaw all aspects of major DOT projects throughout PA, NJ, DE and MD. Negotiated with labor unions, prime contractors, subcontractors and DOT.

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## **EDUCATION**

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**Business with minor in Financial Management, *Jacksonville University***

***Hold Florida Competency License's in 6 Counties***

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

Heavy Civil Inc.

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



HEAVCIV-01

KATEW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2020

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 # 958967  
Johnston Lewis Associates, Inc.  
5600 New King, Ste. 210  
Troy, MI 48098

CONTACT NAME: Kathryn Walrad

PHONE  
(A/C, No, Ext):FAX  
(A/C, No):

E-MAIL ADDRESS: katew@jlains.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Security Insurance Company

24082

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Heavy Civil, Inc.  
150 East Sample Road  
Suite 310  
Pompano Beach, FL 33064

## 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 INSD	SUBR 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:			BKS58347963	3/26/2020	3/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKS58347963	3/26/2020	3/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<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			USO58347963	3/26/2020	3/26/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWS58347963	3/26/2020	3/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			BKS58347963	3/26/2020	3/26/2021	Equipment Floater \$ 500,000
A	General Liability			BKS58347963	3/26/2020	3/26/2021	Rented Equipment \$ 500,000

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

Job Number: ITB 202037

Job Name: Big Blue Trace Multiuse Trail Project

Job Address: Big Blue Trace

## CERTIFICATE HOLDER

The Village of Wellington  
Clerk's Office  
12300 Forest Hill Boulevard  
Village Of Wellington, FL 33414

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Blanket Primary & Non Contributory

COMMERCIAL GENERAL LIABILITY  
GG-20 01-04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Blanket Additional Insured

COMMERCIAL GENERAL LIABILITY

CG 86 11 10 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Paragraph 2. of Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
  - a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

# Blanket Waiver of Subrogation

## P. EXTENDED PROPERTY DAMAGE

Exclusion a. of ~~COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY~~ is replaced by the following:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

GL per Location

COMMERCIAL GENERAL LIABILITY

CG 88 60 12 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EACH LOCATION GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to operations at a single "location" owned by or rented to you:
1. A separate Each Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Each Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Each Location General Aggregate Limit for any other "location".
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Each Location General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to operations at a single "location" owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Each Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Each Location General Aggregate Limit.
- D. For the purposes of this endorsement, the following definition is added to **Section V - Definitions**:  
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

GL Limit per project

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT  
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not ~~reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.~~
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### Coverage

- ☒ **A. Hired Auto Liability**  
☒ **B. Non-Ownership Liability**

A. Insurance is provided only for those coverages when an "X" is shown in the Declarations or in the Schedule.

#### 1. Hired Auto Liability

The insurance provided under Section I - Coverage A - Bodily Injury And Property Damage Liability, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

#### 2. Non-Owned Auto Liability

The insurance provided under Section I - Coverage A - Bodily Injury And Property Damage Liability, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions, under Paragraph 2. Exclusion of Section 1 - Coverage A - Bodily Injury and Property Damage Liability, other than exclusions a., b., d., f., and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily Injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. "Property damage" to:

Ron DeSantis, Governor

Halsey Beshears, Secretary

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

**LICENSE NUMBER: CGC1528801**

**EXPIRATION DATE: AUGUST 31, 2022**

**THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES**

**STEIER, THOMAS R SR**  
**HEAVY CIVIL INC.**  
**18158 NE19TH AVE**  
**NORTH MIAMI FL 33162**

**ISSUED: 08/14/2020**

**Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)**

**Do not alter this document in any form.**

**This is your license. It is unlawful for anyone other than the licensee to use this document.**





**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020****DBA:**  
**Business Name:** HEAVY CIVIL INC**Receipt #:** 180-308399  
**Business Type:** GENERAL CONTRACTOR (CERTIFIED  
GENERAL CONTRACTOR)**Owner Name:** STEIER, THOMAS R SR  
**Business Location:** 150 E SAMPLE RD STE 310  
POMPANO BEACH  
**Business Phone:** 954-597-6443**Business Opened:** 06/15/2020  
**State/County/Cert/Reg:** CGC1528801  
**Exemption Code:****Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**  
19

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	6.75	0.00	25.00	58.75

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**HEAVY CIVIL INC  
150 E SAMPLE RD STE 310  
POMPANO BEACH, F 33064**Receipt #** WWW-19-00212095  
**Paid** 09/16/2020 58.75**2019 - 2020****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020****DBA:**  
**Business Name:** HEAVY CIVIL INC**Receipt #:** 180-308399  
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**State/County/Cert/Reg:** CGC1528801  
**Exemption Code:****Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**  
19

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	6.75	0.00	25.00	58.75

**Receipt #** WWW-19-00212095  
**Paid** 09/16/2020 58.75

## 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.

Heavy Civil Inc.  
\_\_\_\_\_  
COMPANY NAME

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Todd Kneisel  
\_\_\_\_\_  
NAME (PRINT OR TYPE)

President  
\_\_\_\_\_  
TITLE

## NON-COLLUSION AFFIDAVIT

State of Florida

County of Broward

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists.

Heavy Civil Inc.

Name of Bidder

Todd Kneisel

Print name of designated signatory

[Signature]

Signature

President

Title

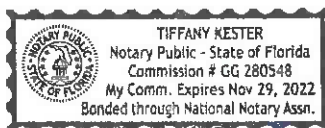
On this 7<sup>th</sup> day of October, 2020, before me appeared Todd Kneisel personally known to me to be the person described in and who executed this Affidavit and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

[Signature]

Signature

Notary Public in and for the State of Florida



(Affix Seal Here)

Tiffany Kester

(Name Printed)

Residing at \_\_\_\_\_

My commission expires November 29, 2022



## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

April 27, 2020

HEAVY CIVIL INC  
18158 NE 19 AVENUE  
NORTH MIAMI BEACH, FLORIDA 33162

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due 4/30/2021.

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

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

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Concrete Barrier Wall, Underground Utilities (Water & Sewer).

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

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

Sincerely,

Alan Autry, Manager  
Contracts Administration Office

AA:cs

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-46  
PROGRAM MANAGEMENT  
12/09  
Page 1 of 2

CONFIDENTIAL

For bids to be received on October 7, 2020  
(Letting Date)

Fill in your FDOT Vendor Number VF <u>465439171</u>
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ 240,000

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 7<sup>th</sup> day  
of October, 20 20

Heavy Civil Inc.  
NAME OF FIRM  
By: [Signature]  
President  
Title

## STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
FDOT T5674 Marion Co Drainage & Paving on SR 326	1,184,207 <sup>00</sup>	600,000 <sup>00</sup>	250,000 <sup>00</sup>	50,000 <sup>00</sup>	
FDOT E1551 Sarasota Co Drainage work	4107,080	30,000 <sup>00</sup>	200,000 <sup>00</sup>	170,000 <sup>00</sup>	
City of Stuart Crescent Neighborhood Roadway Const, Drainage & Adj. & Cn.	276,000 <sup>00</sup>	60,000 <sup>00</sup>	470,000 <sup>00</sup>	20,000 <sup>00</sup>	
TOTALS 490,000 <sup>00</sup>				240,000 <sup>00</sup>	\$0.00
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)				\$0.00	240,000 <sup>00</sup>

NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL  
SERVICES**

375-040-62  
PROCUREMENT  
01/16

Prime Contractor: Heavy Civil Inc.  
Address/Phone Number: 150 E. Sample Road, Ste 310, Pompano Beach, FL 33064  
Procurement Number: Big Blue Trace Multiuse Trail 954-597-6443

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: 83-1441703  
2. Firm Name: Arrive Alive Traffic  
3. Phone: 231-540-8495  
4. Address: 3165 N John Young Parkway  
Orlando, FL 32804  
5. Year Firm Established: 2018

6. ☐ DBE  
☒ Non-DBE

7. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: 59-2009318  
2. Firm Name: Agricultural Land Services  
3. Phone: 561-732-6105  
4. Address: 12265 State Road 7  
Bryton Beach, FL 33473  
5. Year Firm Established: 1980

6. ☐ DBE  
☒ Non-DBE

7. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: 20-1950910  
2. Firm Name: Concrete Products of Palm Beaches  
3. Phone: 561-842-6387  
4. Address: 460 Avenue S.  
Riviera Beach, FL 33404  
5. Year Firm Established: 2017

6. ☐ DBE  
☒ Non-DBE

7. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: 20-0520163  
2. Firm Name: Rinker Materials  
3. Phone: 305-822-8191  
4. Address: 13100 NW 118th Avenue  
Miami, FL 33178  
5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☒ Non-DBE

7. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)  
PRICE PROPOSAL (Request for Proposal – RFP)  
REPLY (Invitation to Negotiate – ITN)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

375-040-18  
PROCUREMENT  
03/17

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) 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) 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) 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) 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 5 days after such conviction.

(5) 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

☒ YES

☐ NO

NAME OF BUSINESS: Heavy Civil Inc.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Heavy Civil Inc.  
By: Todd Kneisel  
Date: October 7, 2020  
Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.