



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING AGENDA
TUESDAY, December 1, 2015 @ 7:00 P.M.

ADDENDUM #1: *(Item #6c Resolution No. 2015-38 – back up documents for Award of Gravel Road Grading RFP)*

Mayor David Browning (Seat 4)

Vice Mayor Ron Jarriel (Seat 1)

Councilman Tom Goltzené (Seat 5)

Councilman Ryan Liang (Seat 3)

Councilman Jim Rockett (Seat 2)

Town of Loxahatchee Groves, FLORIDA

Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 6.c.

MEETING DATE: 12/01/2015

PREPARED BY: William F. Underwood II, Town Manager

SUBJECT: Award Contracts for Road Grading and Other Public Works Services

1.BACKGROUND/HISTORY

Problem Statement: The LGWCD will cease providing road and public works services on December 31, 2015, to the Town with the exception of emergency services.

Problem Solution: Award contracts to the most responsive and responsible firms responding to Bid No. 2015-002 and authorize contracts

Pursuant to Town Council direction, staff prepared bid number 2015-002 for road grading and other services. The Town Attorney and Office of Inspector General reviewed the bid document. The Town's engineer reviewed and provided valuable recommendations for inclusion into the bid.

Additionally, the bid is structured in such a fashion the Council has the ability to enter into contracts with multiple vendors for the six (6) primary services requested. By awarding contracts to multiple vendors, the Town will have flexibility in its service delivery. The services are:

1. Gravel Road Grading, Watering and Rock Material (Phase I)
2. Tree Trimming, Tree Removal, Tree Debris Removal or Mulching (Phase II)
3. Mowing (Phase III)
4. Open Grade Emulsion Mix (OGEM) Road Repairs (Phase IV)
5. Pavement Markings (Phase V)
6. Traffic Sign Installation or Repairs (Phase VI)

The bid followed the outlined timeline below. The change in the time line is based on Council decision to hold their next regularly scheduled meeting December 1, 2015, instead of the November 17th meeting.

- Bid Request Available for Distribution October 9, 2015
- Last Day for Submittal of Questions October 22, 2015, 4:00 p.m.
- Addendum Issued (if necessary) October 27, 2015
- Proposal Due Date November 2, 2015, 2:00 p.m.
- Evaluation of Proposals November 6, 2015, 10:00 a.m.
- Anticipated Town Commission Approval November 17, 2015, 7:00 p.m.

2.CURRENT ACTIVITY

The Town received three (3) bids by the due date of November 2, 2015. The bidders were:

1. Bergeron Land Development
2. Professional Services Group
3. Rio-Bak

Staff had an analysis and due diligence performed on the firms to identify the most responsive and responsible bidders for Town Council consideration to enter into contracts. It is recommended that Rio-Bak be removed from consideration. The review and analysis is attached hereto and makes the following recommendations:

1. Gravel Road Grading, Watering and Rock Material (Phase I) – Award to Professional Services Group at \$99.99/mile road grading and watering; rock material at \$18.00/ton
2. Tree Trimming, Tree Removal, Tree Debris Removal or Mulching (Phase II) – Award to Bergeron Land Development based on unit price of \$1.65 per linear foot
3. Mowing (Phase III) – Award to Professional Services Group and Bergeron Land Development because both prices are considered competitive. Professional services at \$869 per unit and \$19 per acre. Bergeron Land Development at \$2,380 with a unit price of \$320 per acre.
4. Open Grade Emulsion Mix (OGEM) Road Repairs (Phase IV) – Award to Professional Services Group and Bergeron Land Development because both prices are considered competitive. Professional Services Group had the lower total bid price of \$17,941 while Bergeron Land Development price is \$42,010.
5. Pavement Markings (Phase V) - Award to Professional Services Group and Bergeron Land Development because both prices are considered competitive. Professional Services Group bid was \$9,250 and Bergeron Land Development was \$14,335.
6. Traffic Sign Installation or Repairs (Phase VI) - Award to Professional Services Group at \$3,550 which is ten times lower than Bergeron Land Development price of \$35,960.

3. ATTACHMENTS

Resolution No. 2015-38 Awarding RFP 2015-003 and authorizing the Mayor to execute contracts.

RFP 2015-003 Tabulation Report

Keshavarz & Associates memorandum dated November 19, 2015

Professional Services Group bid response

Bergeron Land Development bid response

Rio Bak bid response

4. FINANCIAL IMPACT

Available budget in the Transportation Fund is \$272,833. Staff is recommending an amount not to exceed \$272,000 for services.

5. RECOMMENDED ACTION

Approve staff recommendation to award to Professional Services Group and Bergeron Land Development and authorize the Mayor to execute the contracts that incorporates their responses and recommendation of the Town Engineer to Bid No. 2015-002.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-38

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AWARDED BID NUMBER 2015-002 “GRAVEL ROAD GRADING AND OTHER ROAD SERVICES;” AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS CONSISTENT WITH THIS AWARD IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY; AUTHORIZING AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000) FOR THE SERVICES PROVIDED PURSUANT TO THE AGREEMENTS; PROVIDING FOR RELATED MATTERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (the “Town”) issued Bid No. 2015-002, “Gravel Road Grading and Other Road Services” to engage responsive bidders for various services relating to ongoing maintenance of Town roads; and,

WHEREAS, the Town received bids from three companies: Bergeron Land Development, Inc. (Bergeron); Professional Services Group, LLC (PSG); and Rio-Bak; and,

WHEREAS, the Town Engineer has evaluated the Bid Responses to confirm whether the bidders were qualified and the bids responsive to the Town’s request; and

WHEREAS, the Town Engineer recommended awarding the Bid as follows:

Phase I, Gravel, Road Grading, Water and Rock Material: waive bid discrepancies and award to PSG;

Phase II, Tree Trimming, Tree Removal, Tree Debris Removal or Mulching: Bergeron

Phase III, Mowing: PSG as the primary contractor, Bergeron as the secondary contractor;

Phase IV, OGEM Repairs: PSG as the primary contractor, Bergeron as the secondary contractor;

Phase V, Pavement Markings for Speed Humps: PSG as the primary contractor, Bergeron as the secondary contractor;

Phase VI, Traffic Signs Repair or Replacement: PSG; and,

WHEREAS, the Town Manager concurs with the recommendations of the Town Engineer; and,

WHEREAS, the Town Council agrees with the recommendations of the Town Manager and Town Engineer to award the Bid as set forth herein; and,

WHEREAS, the Town Council finds it in the best interest of the Town to award the bids as described herein and authorize the Mayor to execute Agreements on behalf of the Town which are acceptable to the Town Manager and Town Attorney.

WHEREAS, the Town Council authorizes an amount of not to exceed \$100,000.00 for the services to be provided under the Agreements, pursuant to work orders issued by the Town Manager; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council awards Bid No. 2015-002, "Gravel Road Grading and Other Road Services" as follows:

Phase I, Gravel, Road Grading, Water and Rock Material: waive bid discrepancies and award to PSG;

Phase II, Tree Trimming, Tree Removal, Tree Debris Removal or Mulching: Bergeron

Phase III, Mowing: PSG as the primary contractor, Bergeron as the secondary contractor;

Phase IV, OGEM Repairs: PSG as the primary contractor, Bergeron as the secondary contractor;

Phase V, Pavement Markings for Speed Humps: PSG as the primary contractor, Bergeron as the secondary contractor;

Phase VI, Traffic Signs Repair or Replacement: PSG

Section 3. The Town Council authorizes the Mayor to execute Agreements with the contractors consistent with the award described herein, subject to the Agreements being acceptable to the Town Manager and Town Attorney.

Section 4. The Town Council authorizes an amount not to exceed Two Hundred Seventy Two Thousand Dollars (\$272,000) for the work to be performed by the contractors pursuant to the Agreements. Work shall be authorized by the Town Manager pursuant to written work authorizations issued to the contractor. For work where Agreements are entered into with a primary and secondary contractor, the Town Manager shall issue the work order to the primary contractor, and shall issue work to the secondary contractor when either the secondary contractor's price for the specific work is lower based upon the unit pricing in its bid, or the primary contractor is not able to complete the work in the timeframe required by the Town.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____, 2015.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor David Browning

Town Clerk

Vice Mayor Ron Jarriel

APPROVED AS TO LEGAL FORM:

Council Member Tom Goltzené

Office of the Town Attorney

Council Member Ryan Liang

Council Member Jim Rockett

SUMMARY OF BID PRICES

Bid No. 2015-002

Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE I - Gravel Road Grading, Watering and Rock Material				Bergeron Land Development Inc. (Grading Prices are Monthly)		Professional Services Group, LLC (Grading Prices per Mile)		Rio-Bak Corporation (Grading Prices are Monthly)	
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Monthly Gravel Road Grading And Watering Services (North Section)	1	LS	\$7,700.00	\$7,700.00	\$99.99	\$2,453.75	\$30,000.00	\$30,000.00
2	Monthly Gravel Road Grading And Watering Services (South Section)	1	LS	\$3,880.00	\$3,880.00	\$99.99	\$2,453.75	\$30,000.00	\$30,000.00
3	Rock Material, Including Spreading (Average Yearly Total)	3,500	TN	\$24.60	\$86,100.00	\$18.00	\$63,000.00	\$19.50	\$68,250.00

PHASE II - Tree Trimming, Tree Removal, Tree Debris Removal or Mulching				Bergeron Land Development Inc.		Professional Services Group, LLC	
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	\$1,020.00	\$1,020.00	\$300.00	\$300.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	\$1,870.00	\$1,870.00	\$475.00	\$475.00
3	Tree Trimming, Tree Removal, Tree Debris Removal Or Mulching	2,000	LF	\$1.65	\$3,300.00	\$50.00	\$100,000.00

PHASE III - Mowing				Bergeron Land Development Inc.		Professional Services Group, LLC	
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	\$1,020.00	\$1,020.00	\$375.00	\$375.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	\$1,040.00	\$1,040.00	\$475.00	\$475.00
3	Mowing	1	AC	\$320.00	\$320.00	\$19.00	\$19.00

SUMMARY OF BID PRICES

Bid No. 2015-002

Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE IV - OGEM Road Repairs				Bergeron Land Development Inc.		Professional Services Group, LLC	
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	\$600.00	\$600.00	\$375.00	\$375.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	\$8,340.00	\$8,340.00	\$475.00	\$475.00
3	OGEM Spot Repairs	10	SY	\$108.00	\$1,080.00	\$89.10	\$891.00
4	OGEM Edge Repairs	100	SY	\$91.10	\$9,110.00	\$65.50	\$6,550.00
5	Type S-III Spot Repairs	10	SY	\$208.00	\$2,080.00	\$110.00	\$1,100.00
6	Type S-III Edge Repairs	100	SY	\$208.00	\$20,800.00	\$85.50	\$8,550.00

PHASE V - Pavement Markings for Speed Humps				Bergeron Land Development Inc.		Professional Services Group, LLC	
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	\$600.00	\$600.00	\$375.00	\$375.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	\$3,570.00	\$3,570.00	\$475.00	\$475.00
3	Speed Hump Approach Pavement Marking (Thermoplastic)	10	EA	\$422.00	\$4,220.00	\$210.00	\$2,100.00
4	Stop Bar (Thermoplastic)	10	EA	\$397.00	\$3,970.00	\$280.00	\$2,800.00
5	6" Double Yellow (Thermoplastic)	500	LF	\$3.95	\$1,975.00	\$7.00	\$3,500.00

PHASE VI - Traffic Signs Repair or Replacement				Bergeron Land Development Inc.		Professional Services Group, LLC	
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	\$1,020.00	\$1,020.00	\$375.00	\$375.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	\$8,390.00	\$8,390.00	\$475.00	\$475.00
3	New Traffic Sign Installation - One Post	5	EA	\$885.00	\$4,425.00	\$35.00	\$175.00
4	New Traffic Sign Installation - Two Posts	5	EA	\$885.00	\$4,425.00	\$70.00	\$350.00
5	Remove and Replace Traffic Sign - One Post	5	EA	\$885.00	\$4,425.00	\$70.00	\$350.00
6	Remove and Replace Traffic Sign - Two Posts	5	EA	\$885.00	\$4,425.00	\$140.00	\$700.00
7	Repair Traffic Sign - One Post	5	EA	\$885.00	\$4,425.00	\$75.00	\$375.00
8	Repair Traffic Sign - Two Posts	5	EA	\$885.00	\$4,425.00	\$150.00	\$750.00



KESHAVARZ & ASSOCIATES
Civil Engineers – Land Surveyors

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

November 19th, 2015

K&A Project No. 13-1020

Attention: Mr. William F. Underwood, II, ICMA-CM

**Reference: Gravel Road Grading and Other Services
Bid Award Recommendations**

Dear Mr. Underwood:

Three bids were received for the subject project on November 2, 2015. Professional Services Group and Bergeron Land Development both bid all six phases of the project. Rio-Bak only bid on Phase I, Gravel Road Grading, Watering and Rock Material. We have analyzed these bids and offer our recommendations for contract awards as follows:

Phase I, Gravel Road Grading, Water and Rock Material:

Our recommendation is to award both the north and south sections of this phase to Professional Services Group, based on their low bid of \$99.99 per mile per month. All three bidders incorrectly bid this phase as either monthly or per mile instead of yearly. Nevertheless, Professional Services Group's bid is significantly lower than Bergeron's bid of approximately \$475 per mile and Rio-Bak's bid of approximately \$2,450 per mile. Professional Services Group also had the lowest rock material price of \$18.00 per ton versus \$19.50 and \$24.60. Professional Services Group agreed to honor their \$99.99 price even though their total extensions in the bid form could have allowed their bid to be higher (still not higher than the other bids). We recommend that the bid discrepancies be waived by the Town and the contract be awarded as we have recommended.

Phase II, Tree Trimming, Tree Removal, Tree Debris Removal or Mulching:

We recommend award to Bergeron Land Development based on their unit price of \$1.65 per linear foot and analysis of their complete bid package submittal. Professional Services Group's bid of \$50.00 per linear foot is significantly higher and not considered a fair bid.

Phase III, Mowing:

We recommend awarding this contract to two contractors; Professional Services Group and Bergeron Land Development. Professional Services Group was low bidder at a unit price for mowing of \$19 per acre plus mobilization. Bergeron's bid was \$320 per acre plus mobilization. Bergeron's price per acre is significantly higher, but we recommend them as a second option. Per the bid documents, there is no guarantee of work if a contract is awarded. Professional Services Group's bid package, including references and qualifications were positive.



Phase IV, OGEM Road Repairs:

We again recommend award to both Professional Services Group and Bergeron Land Development. Professional Services Group also had lower unit prices for each bid item. Bergeron's bid prices are still considered within the normal range and they could be used as an alternative.

Phase V, Pavement Markings for Speed Humps:

Both Professional Services Group and Bergeron's prices are considered competitive and we recommend award to both contractors. Professional Services Group's unit prices were slightly lower with the exception of 6" Double Yellow Thermoplastic Striping.

Phase VI, Traffic Signs Repair or Replacement:

We recommend award to only Professional Services Group. Their unit cost bids are significantly lower than Bergeron's unit prices for sign replacement/installation. Bergeron's unit prices are not considered competitive.

Bergeron Land Development is a large roadway contractor, known to us, and is well qualified to perform the services for the phases we recommended. Professional Services Group is a new, small firm from Deland, Florida who was unknown to us. We have spoken to their owner, reviewed their qualifications and checked some references. We have concluded that they are able to undertake the work for which we have recommended them.

Should you have any questions regarding our recommendations or analysis, please feel free to contact this office. We have included copies of our discussions with the bidders and their references (please see attached).

Sincerely,
KESHAVARZ & ASSOCIATES, INC.

Randy Wertepny, P.E.
Vice President of Engineering

MUNICIPAL PROPOSAL FORM

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein. Proposer specifically understands that the Town reserves the right to contract with as many vendors as it deems necessary for safe, efficient, and timely gravel road grading, mowing, and vegetative removal services.

Proposer further agrees that this bid proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Proposer agrees no officer, agent or employee of the Town of Loxahatchee Groves is directly or indirectly interested in this proposal.

Proposer agrees that the signatory of this page is an authorized agent for the bidder.



Signature

March A Wood - owner of Professional Services Group, LLC

Print Name & Title

SCHEDULE OF BID PRICES
Bid No. 2015-002
Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE I - Gravel Road Grading, Watering and Rock Material					
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Monthly Gravel Road Grading And Watering Services (North Section)	1	LS	99.99	2,453.75
2	Monthly Gravel Road Grading And Watering Services (South Section)	1	LS	99.99	2,453.75
3	Rock Material, Including Spreading (Average Yearly Total)	3,500	TN	18.00	63,000
TOTAL BID PRICE					67,907.50

SCHEDULE OF BID PRICES

Bid No. 2015-002

**Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves**

PHASE II - Tree Trimming, Tree Removal, Tree Debris Removal or Mulching					
NO.	BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	300	300
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	475	475
3	Tree Trimming, Tree Removal, Tree Debris Removal Or Mulching	2,000	LF	50.00	100,000
TOTAL BID PRICE					100,775

SCHEDULE OF BID PRICES
Bid No. 2015-002
Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE III - Mowing					
NO.	BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	375	375
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	475	475
3	Mowing	1	AC	19.00	19.00
TOTAL BID PRICE					869.00

SCHEDULE OF BID PRICES

Bid No. 2015-002

**Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves**

PHASE V - Pavement Markings for Speed Humps					
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	375	375.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	475	475
3	Speed Hump Approach Pavement Marking (Thermoplastic)	10	EA	210.00	2100.00
4	Stop Bar (Thermoplastic)	10	EA	280.00	2800.00
5	6" Double Yellow (Thermoplastic)	500	LF	7.00	3,500
TOTAL BID PRICE					9,250.00

SCHEDULE OF BID PRICES
Bid No. 2015-002
Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE VI - Traffic Signs Repair or Replacement					
NO.	BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	375.00	375.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	475	475.00
3	New Traffic Sign Installation - One Post	5	EA	35.00	175.00
4	New Traffic Sign Installation - Two Posts	5	EA	70.00	350.00
5	Remove and Replace Traffic Sign - One Post	5	EA	70.00	350.00
6	Remove and Replace Traffic Sign - Two Posts	5	EA	140.00	700.00
7	Repair Traffic Sign - One Post	5	EA	75.00	375.00
8	Repair Traffic Sign - Two Posts	5	EA	150.00	750.00
TOTAL BID PRICE					3550.00

BID PROPOSAL FORM
BID NO. 2015-02
Gravel Road Grading and Other Road Services

TO: Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

The undersigned, as bidder, does hereby declare that he/she has read the Introduction, Procedures, General Requirements, Insurance Requirements, General Specification, Bid Form, and any other documentation for:

Gravel Road Grading and Other Road Services

and further agrees to furnish all items listed below in accordance with the Unit Price(s) submitted. The above-specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Notice Needed Prior to Commencement: 25.0 calendar days.

NOTE: Town of Loxahatchee Groves official bid openings are open to the public. Citizens and submitting bidders are encouraged to attend. However, if you are unable to attend but wish to obtain the unofficial bid results, you may do so by visiting our website at www.loxahatcheegrovesfl.gov under Bids. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Professional Services Group LLC / Ken Wood

Signature & Title:  owner

(This form to be returned)

Proposal Verification Form
BID NO. 2015-02
Gravel Road Grading and Other Road Services

***** Billing *****

1. The contractor shall provide invoices to the Town of Loxahatchee Groves monthly in a timely manner.
2. Those invoices must be received on the 5th of each month for the previous month's work performed.
3. An invoice must have a Purchase Order/Work Authorization number issued by the TOWN before it will be considered for payment
4. The invoice must provide sufficient detail reflecting roads graded, repaired, areas mowed, and vegetative removal performed. If a Work Authorization is issued for work performed without contract unit prices, then additional breakdown must be included.

***** Contract *****

1. The contract starting date, the contract term and the contract renewal details for the service(s) will be negotiated with the awarded contractor(s).
2. The agreement may be terminated by either party given a 90 day written notice upon the other parties failure to timely perform its responsibilities under this agreement.
3. The contractor may provide additional bid proposals and processes. The Town of Loxahatchee Groves reserves the right to consider or dismiss any bid proposal or additional bid proposal.

NUMBER OF PROPOSALS SUBMITTED: The undersigned office of the company submitting the Bid Proposal has submitted responses to the following specific Road Maintenance work.

- Gravel Road Grading, Water Services, and Rock Material (Phase I)
- Tree Trimming and In Place Mulching or Removal Services (Phase II)
- Mowing (Phase III)
- OGEM Road Repair (Phase IV)
- Speed Table/Hump Marking (Phase V)
- Traffic Sign Installation, Maintenance and Repair (Phase VI)



Signature of Officer

Kenneth H. Wood owner
Printed Name of Officer and Title

10/22/15
Date

Equipment Listing
BID NO. 2015-02
Gravel Road Grading and Other Road Services

Complete this form for Bidding Phase I, II or III.

A. What equipment will you use?

IHI Excavator
Kubota Tractor with Road Boss
Mater Grader - Skid Steer.
Kubota Zero Turns

B. Age of Equipment

All Equipment Is 2007 & UP

C. Equipment Hours

Kubota Tractor 236

IHI Excavator 2770

Mater Grader - 3603

Kubota Zero Turns Range from 19-700

D. How many workers would be used to complete work on Town Roads? 5

Check List

Submitted with Proposal

Bid Proposal Form (BPF)

This form must be completed, signed and returned with Proposal YES

Municipal Proposal Form (MPF)

This form must be signed and returned with Proposal YES

Proposal Verification Form (PVF)

This form must be completed, signed and returned with Proposal YES

Equipment Listing Form (ELF)

This form must be completed and returned with Proposal YES

Letter of Authority (by bidder)

Must be completed, signed, and returned with Proposal YES

Insurance Requirements (On MPF Form)

Acknowledgement of receipt of information on the insurance for this Request for Bid must be signed and returned with Proposal YES

Affirmative Action Policy for Equal Employment Opportunity
(By Bidder)

YES

Non Collusive Affidavit (On MPF Form)

This form must be completed, signed and returned with Proposal YES

Business License (By Bidder)

All responses shall be accompanied by a copy of your current License(s), if applicable YES

Prior work experience, qualifications and references (By Bidder) YES

Complete Bid Proposal with all required forms and attachments.
Acknowledged on this form (CL) YES

Indemnification and Insurance

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Loxahatchee Groves, c/o Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. TOWN must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

Indemnification and Insurance (cont.)

All insurance policies required above shall be issued by companies authorized to do business under the laws of the

State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the Invitation to Bid.
- B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: Professional Service Group
(Company name)

Signature: 

Date: 10/28/15

Print Name: Kenneth P. Wood

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA

Volusia COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer Professional Services Group, LLC
Business address 468 S. Spring Garden Ave Suite B Palm, FL 32020

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

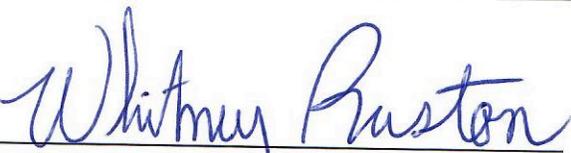
_____ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement



Proposer's Signature

Sworn to and subscribed before me on this 28th day of October, 2015



Notary Public Signature

(affix seal)



Whitney S. Ruston
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915881
Expires 9/7/2019

FORM-2

Certification Form (Page 1 of 4)

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

N/A

a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Loxahatchee Groves and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

FORM-3

Certification Form (Page 2 of 4)

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the N/A

organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 20 _____, to the Town of Loxahatchee Groves and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20 _____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____



organized and existing under the laws of the State of _____, held on
_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be
and is hereby authorized to execute the Proposal dated, _____ 20____, to the Town of Loxahatchee
Groves and this Joint Venture and that their execution thereof, attested by the _____
_____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

FORM-5

Certification Form (Page 4 of 4)

CERTIFICATE OF AUTHORITY

(OTHER)

STATE OF Florida)
COUNTY OF Volusia)

I Kenneth A. Wood, Owner of Professional Services Group, LLC

An entity lawfully organized and existing under the laws of the State of FLORIDA, the following Resolution was duly passed and adopted on 8th day of May, 2013-2014

"RESOLVED, that, [Signature], as owner of PROFESSIONAL SERVICES GROUP, LLC

In accordance with all of its documents of governance and management and the laws of the State of Florida is empowered and authorized on behalf of Professional Services Group, LLC

to execute the Bid Proposal dated, November 2, 2015, to the Town of Loxahatchee Groves and Professional Services Group, LLC

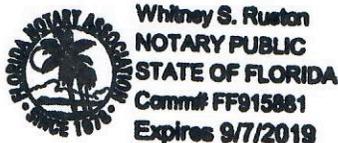
thereof, attested by the Secretary of the Professional Services Group, LLC

,and with the Official Seal affixed, shall be the official act and deed Professional Services Group, LLC

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Professional Services Group, LLC, this 28 day of October, 2015

Secretary: Whitney Ruston (SEAL)



FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

FORM-6

Non-Collusive Affidavit

State of Florida) County of Volusia)

Kenneth A. Wood being first duly sworn, deposes and says that:

(1) He/she is the owner of the Proposer that has _____
(Owner, Partner, Officer, Representative or Agent)

submitted the attached proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

In the presence of:

Whitney Ruston

Whitney Ruston

By: [Signature]

Kenneth A. Wood owner

(printed name and title)

State of FLORIDA

County of VOLUSIA

The foregoing instrument was acknowledged before me this 28 day of October

2015, by Kenneth A. Wood, who is personally known to me or who has produced n/a As identification and who did (did not) take an oath.

WITNESS my hand and official seal

Whitney Ruston

Notary Public

Whitney Ruston

(Name of Notary Public: Print/Stamp)



Whitney S. Ruston
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915981
Expires 9/7/2019

FORM-7

Sample Affirmative Action Policy
For Equal Employment Opportunity

**AFFIRMATIVE ACTION/
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

(Company Name) is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

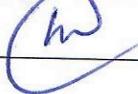
Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE:

10/28/2015

(SIGNATURE/TITLE):



FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

State of Florida

Department of State

I certify from the records of this office that PROFESSIONAL SERVICES GROUP, LLC is a Fictitious Name registered with the Department of State on May 8, 2014.

The Registration Number of this Fictitious Name is G14000045866.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Ninth day of May, 2014

Ken Detzner

Secretary of State



Authentication ID: 400260011604-050914-G14000045866

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L14000075067
FILED 8:00 AM
May 08, 2014
Sec. Of State
tbrown

Article I

The name of the Limited Liability Company is:
PROFESSIONAL SERVICES GROUP, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
101 S. SHERIDAN AVE
DELAND, FL. 32720

The mailing address of the Limited Liability Company is:
101 S. SHERIDAN AVE
DELAND, FL. 32720

Article III

Other provisions, if any:
ANY AND ALL LEGAL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
KENNETH A WOOD
101 S. SHERIDAN AVE
DELAND, FL. 32720

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: KENNETH A WOOD

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
KENNETH A WOOD
101 S. SHERIDAN AVE
DELAND, FL. 32720

L14000075067
FILED 8:00 AM
May 08, 2014
Sec. Of State
tbrown

Article VI

The effective date for this Limited Liability Company shall be:

05/08/2014

Signature of member or an authorized representative

Electronic Signature: KENNETH A. WOOD

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

1 / 1

100%



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/18/2015 **EXPIRATION DATE:** 9/17/2017

PERSON: WOOD KENNETH

FEIN: 465605375

BUSINESS NAME AND ADDRESS:

PROFESSIONAL SERVICES GROUP, LLC

101 S. SHERIDAN AVE

DELAND FL 32720

SCOPES OF BUSINESS OR TRADE:

CLEANER-DEBRIS SEWER CONSTRUCTION
REMOVAL - CONST ALL OPERATI

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2015

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

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

PRODUCER The Page Agency PO Box 1209 500 E New York Ave Deland FL 32721-1209		CONTACT NAME: Diane Lauck PHONE (A/C. No. Ext): (386) 734-9642 E-MAIL ADDRESS: dilauck@pageinsuranceagency.com FAX (A/C. No.): (386) 734-6701	
INSURED Professional Services Group, LLC 101 S. Sheridan Ave Deland FL 32720		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AUTOWN - Southern Owners Insurance	NAIC # 10190
		INSURER B: AUTOWN - Auto Owners Insurance	NAIC # 18988
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: BIDDING REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		72465995	8/28/2015	8/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OT \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5046599500	8/28/2015	8/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 300,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 300,000 Uninsured Motorist Liab / BI \$ 10,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate was issued for Bidding purposes only. Please call 386-734-9642 for individual certificate.

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Marjanna Vogel/TFLAHE <i>Marjanna Vogel</i>

Check List

Submitted with Proposal

Bid Proposal Form (BPF)

This form must be completed, signed and returned with Proposal YES ✓

Municipal Proposal Form (MPF)

This form must be signed and returned with Proposal YES ✓

Proposal Verification Form (PVF)

This form must be completed, signed and returned with Proposal YES ✓

Equipment Listing Form (ELF)

This form must be completed and returned with Proposal YES ✓

Letter of Authority (by bidder)

Must be completed, signed, and returned with Proposal YES ✓

Insurance Requirements (On MPF Form)

Acknowledgement of receipt of information on the insurance for this Request for Bid must be signed and returned with Proposal YES ✓

Affirmative Action Policy for Equal Employment Opportunity
(By Bidder)

YES ✓

Non Collusive Affidavit (On MPF Form)

This form must be completed, signed and returned with Proposal YES ✓

Business License (By Bidder)

All responses shall be accompanied by a copy of your current License(s), if applicable YES ✓

Prior work experience, qualifications and references (By Bidder)

YES ✓

Complete Bid Proposal with all required forms and attachments.
Acknowledged on this form (CL)

YES ✓

BID PROPOSAL FORM

BID NO. 2015-02

Gravel Road Grading and Other Road Services

TO: Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

The undersigned, as bidder, does hereby declare that he/she has read the Introduction, Procedures, General Requirements, Insurance Requirements, General Specification, Bid Form, and any other documentation for:

Gravel Road Grading and Other Road Services

and further agrees to furnish all items listed below in accordance with the Unit Price(s) submitted. The above-specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Notice Needed Prior to Commencement: 21 calendar days.

NOTE: Town of Loxahatchee Groves official bid openings are open to the public. Citizens and submitting bidders are encouraged to attend. However, if you are unable to attend but wish to obtain the unofficial bid results, you may do so by visiting our website at www.loxahatcheegrovesfl.gov under Bids. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Bergeron Land Development Inc.

Signature & Title: [Signature] President

(This form to be returned)

SCHEDULE OF BID PRICES

Bid No. 2015-002

**Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves**

PHASE II - Tree Trimming, Tree Removal, Tree Debris Removal or Mulching					
NO.	BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	\$1,020.00	\$1,020.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	\$1,870.00	\$1,870.00
3	Tree Trimming, Tree Removal, Tree Debris Removal Or Mulching	2,000	LF	\$1.65	\$3,300.00
TOTAL BID PRICE					\$6,190.00

SCHEDULE OF BID PRICES**Bid No. 2015-002****Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves**

PHASE IV - OGEM Road Repairs					
NO.	BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	\$600.00	\$600.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	\$8,340.00	\$8,340.00
3	OGEM Spot Repairs	10	SY	\$108.00	\$1,080.00
4	OGEM Edge Repairs	100	SY	\$91.10	\$9,110.00
5	Type S-III Spot Repairs	10	SY	\$208.00	\$2,080.00
6	Type S-III Edge Repairs	100	SY	\$208.00	\$20,800.00
TOTAL BID PRICE					\$42,010.00

BF-5

SCHEDULE OF BID PRICES

Bid No. 2015-002

**Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves**

PHASE V - Pavement Markings for Speed Humps					
NO.	BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	\$600.00	\$600.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	\$3,570.00	\$3,570.00
3	Speed Hump Approach Pavement Marking (Thermoplastic)	10	EA	\$422.00	\$4,220.00
4	Stop Bar (Thermoplastic)	10	EA	\$397.00	\$3,970.00
5	6" Double Yellow (Thermoplastic)	500	LF	\$3.95	\$1,975.00
TOTAL BID PRICE					\$14,335.00

SCHEDULE OF BID PRICES

Bid No. 2015-002

**Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves**

PHASE VI - Traffic Signs Repair or Replacement					
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA	\$1,020.00	\$1,020.00
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA	\$8,390.00	\$8,390.00
3	New Traffic Sign Installation - One Post	5	EA	\$885.00	\$4,425.00
4	New Traffic Sign Installation - Two Posts	5	EA	\$885.00	\$4,425.00
5	Remove and Replace Traffic Sign - One Post	5	EA	\$885.00	\$4,425.00
6	Remove and Replace Traffic Sign - Two Posts	5	EA	\$885.00	\$4,425.00
7	Repair Traffic Sign - One Post	5	EA	\$885.00	\$4,425.00
8	Repair Traffic Sign - Two Posts	5	EA	\$885.00	\$4,425.00
TOTAL BID PRICE					\$35,960.00

MUNICIPAL PROPOSAL FORM

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein. Proposer specifically understands that the Town reserves the right to contract with as many vendors as it deems necessary for safe, efficient, and timely gravel road grading, mowing, and vegetative removal services.

Proposer further agrees that this bid proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Proposer agrees no officer, agent or employee of the Town of Loxahatchee Groves is directly or indirectly interested in this proposal.

Proposer agrees that the signatory of this page is an authorized agent for the bidder.

Signature

Print Name & Title

Ronald M Bergeron Jr, President

Proposal Verification Form

BID NO. 2015-02

Gravel Road Grading and Other Road Services

*** Billing ***

1. The contractor shall provide invoices to the Town of Loxahatchee Groves monthly in a timely manner.
2. Those invoices must be received on the 5th of each month for the previous month's work performed.
3. An invoice must have a Purchase Order/Work Authorization number issued by the TOWN before it will be considered for payment
4. The invoice must provide sufficient detail reflecting roads graded, repaired, areas mowed, and vegetative removal performed. If a Work Authorization is issued for work performed without contract unit prices, then additional breakdown must be included.

*** Contract ***

1. The contract starting date, the contract term and the contract renewal details for the service(s) will be negotiated with the awarded contractor(s).
2. The agreement may be terminated by either party given a 90 day written notice upon the other parties failure to timely perform its responsibilities under this agreement.
3. The contractor may provide additional bid proposals and processes. The Town of Loxahatchee Groves reserves the right to consider or dismiss any bid proposal or additional bid proposal.

NUMBER OF PROPOSALS SUBMITTED: The undersigned office of the company submitting the Bid Proposal has submitted responses to the following specific Road Maintenance work.

- Gravel Road Grading, Water Services, and Rock Material (Phase I)
- Tree Trimming and In Place Mulching or Removal Services (Phase II)
- Mowing (Phase III)
- OGEM Road Repair (Phase IV)
- Speed Table/Hump Marking (Phase V)
- Traffic Sign Installation, Maintenance and Repair (Phase VI)

Signature of Officer

Ronald M Bergeron JR President

Printed Name of Officer and Title

10/30/15

Date

PVF-1

Equipment Listing

BID NO. 2015-02

Gravel Road Grading and Other Road Services

Complete this form for Bidding Phase I, II or III.

A. What equipment will you use?

Phase I: Gravel Road Grading, Watering and Rock Material
CAT 12H, Sterling Water Truck
Phase II: Tree Trimming, Tree Removal, tree Debris Removal or Mulching
Grapple Truck, Bucket Truck, CAT 430 Combo
Phase III: Mowing
John Deere Z425 54 in. Mower (or similar model)

B. Age of Equipment

CAT 12H - (2005), Sterling Water Truck - (2000)
Grapple Truck - (2012), Bucket Truck - (2012), CAT 430 Combo - (1995)
John Deere Z425 - (2015)

C. Equipment Hours

CAT 120H - (8,443 hrs), Sterling Water Truck - (68,743 miles)
Grapple Truck - (71, 741 miles), Bucket Truck - (3937 hrs), CAT 430 Combo - (3,445 hrs)
John Deere Z425 - (10 hrs)

D. How many workers would be used to complete work on Town Roads? 5

Certification Form (Page 2 of 4)

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

n/A

I HEREBY CERTIFY that a meeting of the Partners of the _____

organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 20 _____, to the Town of Loxahatchee Groves and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20 _____.

Secretary: _____

(SEAL)

Certification Form (Page 3 of 4)

CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)

STATE OF)
) SS:
COUNTY OF)

N/A

I HEREBY CERTIFY that a meeting of the Principals of the _____

organized and existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated, _____ 20_____, to the Town of Loxahatchee Groves and this Joint Venture and that their execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

Certification Form (Page 4 of 4)

CERTIFICATE OF AUTHORITY
(OTHER)

STATE OF _____)
COUNTY OF _____)

N/A

I _____, _____ of _____
(Signer's Name) (Title)

(Name of Entity)

An entity lawfully organized and existing under the laws of the State of _____, the following Resolution was duly passed and adopted on _____ day of _____, 2013.

"RESOLVED, that, _____, as _____ of _____
(Signer's Name) (Title)

(Name of Entity)

In accordance with all of its documents of governance and management and the laws of the State of _____ is empowered and authorized on behalf of _____
(Name of Entity)

to execute the Bid Proposal dated, _____, 20____, to the Town of Loxahatchee Groves and _____ and that their execution
(Name of Entity)

thereof, attested by the Secretary of the _____
(Name of Entity)

,and with the Official Seal affixed, shall be the official act and deed _____
(Name of Entity)
_____."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of

_____, this _____, day of _____, 2013.
(Name of Entity)

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

Indemnification and Insurance

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Loxahatchee Groves, c/o Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. TOWN must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

Indemnification and Insurance (cont.)

All insurance policies required above shall be issued by companies authorized to do business under the laws of the

State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the Invitation to Bid.
- B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: Bergeron Land Development Signature: _____
(Company name)

Date: 10/30/15 Print Name: Ronald M Bergeron Jr

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA

Broward COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer Bergeron Land Development Inc.

Business address 14612 SW 69 Place, Ft Lauderdale, FL 33332

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

_____ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement

Proposer's Signature

Sworn to and subscribed before me on this 30th day of Oct, 2015

Notary Public Signature

(affix seal)





CERTIFICATE OF LIABILITY INSURANCE

BERGE-5

OP ID: DP

DATE (MM/DD/YYYY)

03/02/2015

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

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

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Brown and Brown-Tallahassee	CONTACT NAME: DENISE D'ABATO
	PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729
	E-MAIL ADDRESS: DDABATO@BBDAYTONA.COM
	INSURER(S) AFFORDING COVERAGE
INSURED BERGERON LAND DEVELOPMENT INC 19612 SW 69TH PLACE FT LAUDERDALE, FL 33332	INSURER A : Zurich American Insurance Co. NAIC # 16535
	INSURER B : American Guarantee & Liability NAIC # 26247
	INSURER C : Great Amer Ins Co NAIC # 16691
	INSURER D : Steadfast Ins Co NAIC # 26387
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GLO5821549	03/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP5821547	03/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		AUC9382254	03/01/2015	01/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC5821552	03/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EQUIPMENT FLOATER		MAC0479082	03/01/2015	01/01/2016	LEASE/REN 500,000
D	PROF/POLLUTION		EOC553292801	03/01/2015	01/01/2016	OCC/AGG 1MIL/2MIL

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

CERTIFICATE HOLDER BERGL01 BERGERON LAND DEVELOPMENT INC. 19612 SW 69 PLACE FT. LAUDERDALE, FL 33332	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
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Affirmative Action Policy
For Equal Employment Opportunity

AFFIRMATIVE ACTION/
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT

It is the policy of **Bergeron Land Development, Inc.** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status. One of the management duties of all principals at **Bergeron Land Development, Inc.** is to ensure that the following personnel practices are being satisfied:

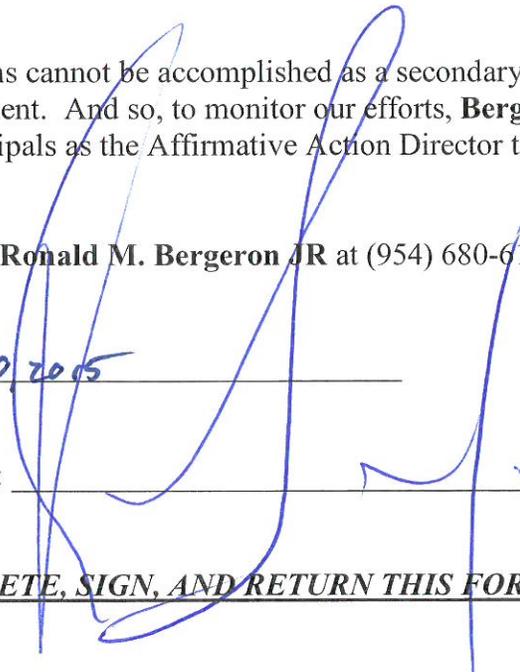
1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

Bergeron Land Development, Inc. is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **Bergeron Land Development, Inc.** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact **Ronald M. Bergeron JR** at (954) 680-6100 regarding this Affirmative Action Policy.

DATE: October 30 2015

(SIGNATURE/TITLE):  President

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

Bergeron Land Development Inc.
hereafter referred to as 'the Company' or 'this Company' has adopted this policy and plan
Date: By:

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

EEO/AA POLICY AND PLAN

EEO/AA POLICY STATEMENT

It is the policy of this Company to comply and cooperate to the fullest extent with all applicable regulations of the Equal Employment Opportunity Provisions of the Civil Rights Act of 1964, Executive Order 11246, the Rehabilitation Act of 1973 (29 U.S.C. 793), the Americans with Disabilities Act (ADA) of June 26, 1990 and the Vietnam Era Veterans Readjustment Assistance Act of 1972, all as amended. This policy pertains, as far as the responsibility of this Company is concerned, to any arrangement under which employees, including trainees, are selected for work.

It is the policy of this Company not to discriminate against any employee or applicant for employment because of race, religion, color, age, sex, and national origin, disabilities or Vietnam Era and Special Disabled Veterans status.

This Company will take affirmative action to assure an equal employment opportunity to all qualified persons, and that employees are treated equally during employment without regard to their race, religion, color, age, sex, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status. Such action shall include but not be limited to:

1. Employment, upgrading, demotion, or transfer.
2. Recruitment and recruitment advertising
3. Layoff or termination
4. Rate of pay of other forms of compensation
5. Selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

EEO OFFICER DUTIES

It is the policy of this Company to continuously maintain the appointment of an Equal Employment Opportunity Officer (EEO Officer). The name and contact information for the EEO Officer will be communicated along with this policy. The EEO Officer has responsibility for effectively administering and promoting an active program of equal employment opportunity. The EEO Officer will coordinate the EEO efforts of superintendents, supervisors, foremen and others in the position of hiring personnel.

This Company's EEO Officer has the responsibility for effectively administering and promoting an active program of equal employment opportunity within the Company. The EEO Officer will make recommendations, where appropriate, to correct any deficiencies found in the Company's program. The EEO Officer will ensure that this policy and plan are being carried out.

EEO/AA PLAN

It is the policy of this Company that there not be any discrimination by virtue of race, religion, color, age, sex, national origin, disabilities or Vietnam Era and Special Veterans status, in the functions of hiring, placement, up-grading, transfer or demotion. In addition, there shall not be any discriminatory practices in recruitment, advertising, or solicitation for employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination, or treatment during employment. The Company has affirmative action obligations in the hiring of minorities, females, disabled and veteran's applicants.

We will not use goals, timetables or affirmative action standards to discriminate against any person because of their race, religion, color, age, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status. The Company will not transfer minority or female employee or trainees from one Company to another or from project to project for the sole purpose of meeting goals.

This Company shall take specific affirmative actions to ensure equal opportunity. Our compliance with this policy and plan shall be based upon our efforts to achieve maximum results from our actions and we shall document our efforts fully. This Company will implement specific affirmative action steps, at least as extensive as the following actions to ensure equal employment opportunity:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all times and in all facilities at which our employees are assigned to work. Where possible we will assign two or more women to each construction project. We shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out our obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when we have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone number of each minority and females off-the-street applicant or female referral from a union and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the Union hiring hall for referral and was not referred back to the Company by the union or, if referred, not employed by the Company, this shall be documented in the file with the reason therefore, along with whatever additional actions the Company may have taken.

4. Provide immediate written notification to the Director when the union or unions with which we have a collective bargaining agreement have not referred to us a minority person or woman sent by us, or when we have other information that the union referral process has impeded our efforts to meet our obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Company's employment needs, especially those programs funded or approved by the Department of Labor. We shall provide notice of these programs to the sources compiled under "2" above.
6. Disseminate the company EEO policy notice by providing notice to the unions and training programs and requesting their cooperation in assisting us in meeting our EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the Company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
8. Disseminate the Company EEO policy externally by including it in any advertising in the new media, specifically including minority and female news media and providing written notification to and discussing the company EEO policy with other contractors and subcontractors with whom the company does or anticipates doing business.
9. Direct our recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to female recruitment and training organizations serving our recruitment area and our employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, we shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. We will encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of our workforce.

11. Validate all test and other selection requirements where there is an obligation to do so under 41 CFP Part 60-3.
12. Conduct at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to prepare for, through appropriate training, etc. such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and our obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the company EEO policies and affirmative action obligations.

RECORDS

This company will keep records to monitor all employment related activity to ensure that the company's EEO policy is being carried out. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates and changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

REPORTING OF COMPLAINTS

If at any time anyone feels he or she has been discriminated against because of sex, race, religion, color, age, national origin, disabilities or Vietnam Era and Social Disabled Veteran status, they should report this matter to the company EEO Officer whose name and contact information is communicated along with this policy.

The EEO Officer will investigate all complaints of alleged discrimination made to the company in connection with its contractual obligations. The EEO Officer will attempt to resolve such complaints, corrective actions to be taken and will then follow up on actions taken and their effect. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons.

Upon completion of each investigation, the EEO Officer will inform every complainant of all of his or her avenues of appeal. The addresses shown below are such avenues for appeals.

REPORT COMPLAINTS TO:

<p>Our Company EEO Officer</p> <p>Their name and contact information is subsequently shown/ posted</p>	<p>Florida Commission on Human Relations 2009 Apalachee Parkway, Suite 100 Tallahassee, FI 32301-4857</p> <p>(850) 488-7082 or (800) 342-8170</p>
<p>U.S. Dept. of Labor, Regional Director Office of Federal Contract Compliance 61 Forsyth Street, SW, Room 7B75 Atlanta, Ga 30303</p> <p>(404)-562-2424</p>	<p>U.S. Federal Highway Administration 227 N. Bronough Street, Room 2015 Tallahassee, FI 32301</p> <p>(850) 942-9650</p>
<p>U.S. Equal Employment Opportunity Commission Miami District Office One Biscayne Tower 2 South Biscayne Blvd., Suite 2700 Miami, FI 33131 (800) 669-4000</p>	<p>U.S. Equal Employment Opportunity Commission Tampa District Office 501 East Polk Street, Suite 1020 Tampa, FI 33602 (800) 669-4000</p>

-end-

Non-Collusive Affidavit

State of Florida)

County of Broward)

_____ being first duly sworn, deposes and says that:

(1) He/she is the officer (President) of the Proposer that has _____
(Owner, Partner, Officer, Representative or Agent)

submitted the attached proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

In the presence of:

By: _____

Ronald M Bergeron JR, President
(printed name and title)

State of _____

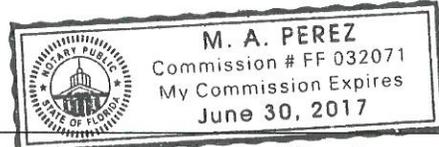
County of _____

The foregoing instrument was acknowledged before me this 30th day of Oct

2015, by Ronald M Bergeron JR, who is personally known to me or who has produced _____
As identification and who did (did not) take an oath.

WITNESS my hand and official seal

Notary Public



(Name of Notary Public: Print/Stamp)



Village of Royal Palm Beach

Business Tax Receipt
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

Tel: (561) 790-5178 Fax: (561) 790-5129

BERGERON LAND DEVELOPMENT INC
11440 OKEECHOBEE BLVD
SUITE 213
ROYAL PALM BEACH FL 33411

Business Tax Receipt #: 16-00011041

Dear Business Owner:

This is your new Business Tax Receipt. Please keep the upper portion for your records and detach the bottom of this form. Verify the information and display it conspicuously at your place of business, open to the view of the public.

This Business Tax Receipt is in addition to and not in lieu of any other license or tax required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority.

Business Tax Receipts may be transferred to a new **owner** when evidence of a sale is provided; the original Business Tax Receipt is surrendered and a transfer fee is paid.

Business Tax Receipts may be transferred to a new **location** when proof of zoning approval is provided; the original Business Tax Receipt is surrendered and a transfer fee is paid.

Business name changes require a new Business Tax Receipt.

This Business Tax Receipt expires on **September 30, 2016**. Renewal notices are mailed at the beginning of July. If you do not receive the notice by the end of July, please let us know.

We hope you have a successful year.

The Village of Royal Palm Beach

**** DETACH AND DISPLAY BOTTOM PORTION ****



VILLAGE OF ROYAL PALM BEACH
1050 ROYAL PALM BEACH BOULEVARD
ROYAL PALM BEACH, FL 33411

NO. 16-00011041

DATE: 7/29/15

LOCAL BUSINESS TAX RECEIPT
EXPIRES: SEPTEMBER - 30 - 2016

BERGERON LAND DEVELOPMENT INC
11440 OKEECHOBEE BLVD
SUITE 213
ROYAL PALM BEACH FL 33411

DESCRIPTION
BUSINESS OFFICE

TOTAL FEE
\$100.00

DISPLAY IN PLACE OF BUSINESS
NON-TRANSFERABLE

LOCATION: 11440 OKEECHOBEE BLVD 213

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



LICENSE NUMBER	
CGC1520350	

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

WIDUP, CHAD EUGENE
BERGERON LAND DEVELOPMENT, INC.
19612 SW 69TH PLACE
FORT LAUDERDALE FL 33332



ISSUED: 06/08/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406080002167

Contractor's References: Ongoing Projects

Project Name:	Alton Road Roadway Improvements Project Contract Number: T6290
Project Location:	Miami Beach
% Complete	98%
Completion Date:	November, 2015 (ongoing)
Client:	Florida Department of Transportation (FDOT)
Client Name:	Enrique J. Tamayo, P.E.
Client Phone #:	305-534-5330
Client Email:	Enrique.tamayo@dot.state.fl.us
Project Amount:	\$31,967,610.29
Project Description:	Roadway construction and widening. Underground Utility adjustments and installation. Improvements to storm drainage.

Project Name:	Herbert Hoover Dike Rehabilitation C4A & C3
Project Location:	Okeechobee
% Complete	50%
Completion Date:	February, 2016 (ongoing)
Client:	United States Army Corps of Engineers (USACE), under Walsh Group / Archer Western
Client Name:	William Bredesen, Project Manager
Client Phone #:	863-983-0241
Client Email:	wbredesen@walshgroup.com
Project Amount:	\$3,000,000.00
Project Description:	USACE Dike Excavation and replacement of drainage structures. Construction of Earthen Cofferdam. Haul Road maintenance and grading.

Contractor's References: Completed Projects

Project Name:	Parking Lot Repairs
Project Location:	19612 SW 69 th Place
Start Date:	September, 2015
Completion Date:	October 2015
Client:	Bergeron Properties and Investment
Client Name:	Frank Saia – Vice President
Client Phone #:	954-680-6100
Client Email:	FSaia@Bergeroninc.com
Project Amount:	\$120,000.00
Project Description:	Asphalt Pavement Restoration and Striping

Project Name:	Construction Services for Port Everglades Wetlands Construction and Planting
Project Location:	Port Everglades, FL
Start Date:	1/31/2014 - Pre Construction Services 5/12/14- Construction Services
Completion Date:	(ongoing)
Client:	Broward County Seaport Engineering and Construction
Client Name:	Mike Saltzman, P.E.
Client Phone #:	954-468-0142
Client Email:	Lsaltzman@broward.org
Project Amount:	\$16,000,000.00
Project Description:	Bergeron Land Development, as the Construction Manager at Risk, and prime Contractor, was responsible for creating nearly 17 acres of new mangrove wetlands habitat by managing the preconstruction and construction phases of the project, which included a one year construction duration. This new habitat was created to mitigate existing areas of mangroves that are to be impacted by the Port Everglades Southport Turning Notch Expansion. The proposed location of the new 17 acre wetlands was overgrown with invasive trees and construction and demolition debris. Bergeron is redeveloping the site into a thriving mangrove wetlands area with the planting of approximately 70,000 red and black mangroves. The construction scope included more than 150,000 CY of excavation and site grading, roadway widening/reconstruction, lighting, signing and pavement marking, and the installation of underground utilities; including the installation of a new storm water conveyance system, and modifications/additions to existing water and electric services. A key aspect of the project scope was the management of existing sensitive animal species. All of Bergeron's activities had to be sequenced so as to limit impact to the winter Manatee season. For the duration of the project, Bergeron initiated and managed the protection of Manatees throughout in-water and waterside work operations. Bergeron is on schedule complete the construction phase of the project on time, and under the Guaranteed Maximum Price. Bergeron's experience in dealing with

	environmentally sensitive issues and subsequent construction scheduling impacts on this project have served to enhance Bergeron’s aptitude for the construction sequencing demands that will accompany Everglades Holiday Park. Bergeron’s work experiences at Port Everglades only scratch the surface of exemplifying Bergeron’s extensive and long-standing expertise in the areas of site grading, roadway construction and underground construction, all of which will be impeccably demonstrated at Everglades Holiday Park.
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Project Name:	Sawgrass Canal Revetment
Project Location:	Sawgrass Expressway
Start Date:	April, 2013
Completion Date:	April, 2014
Client:	Florida Department of Transportation – Turnpike Authority
Client Name:	Peter Nissen, P.E.
Client Phone #:	954-975-4855
Client Email:	N/A
Project Amount:	\$3,237,603.91
Project Description:	Canal Excavation and regarding along the Sawgrass Expressway. Rip Rap placement and slope protection.

Project Name:	I-595 Corridor Roadway Improvements Project, Segment C Contract Number: FIN 420809-3-52-01
Project Location:	I-595 from Hiatus Road to Davie Road
Start Date:	February, 2010
Completion Date:	June, 2014
Client:	Dragados USA
Client Name:	Yonathan Benarroch, Project Manager
Client Phone #:	954-668-2015
Client Email:	ybenarroch@dragados-usa.com
Project Amount:	\$90,398,484.35
Project Description:	This project includes a new construction of three express lanes, the reconstruction and widening I-595 from six to eight lanes, and the reconstruction and widening of SR-84 from four to six lanes. The work is being done by phased construction. This project is part of a larger project consisting of 12 miles of road improvement. The work scope includes demolition, drainage, clearing and grubbing, subgrade, concrete barrier wall, fire suppression system, limerock base, asphalt pavement, signalization, lighting, signage, canal dredging, and slope revetment.

BID PROPOSAL FORM

BID NO. 2015-02

Gravel Road Grading and Other Road Services

TO: Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

The undersigned, as bidder, does hereby declare that he/she has read the Introduction, Procedures, General Requirements, Insurance Requirements, General Specification, Bid Form, and any other documentation for:

Gravel Road Grading and Other Road Services

and further agrees to furnish all items listed below in accordance with the Unit Price(s) submitted. The above-specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Notice Needed Prior to Commencement: 3 calendar days.

NOTE: Town of Loxahatchee Groves official bid openings are open to the public. Citizens and submitting bidders are encouraged to attend. However, if you are unable to attend but wish to obtain the unofficial bid results, you may do so by visiting our website at www.loxahatcheegrovesfl.gov under Bids. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Rio-Bak Corporation

Signature & Title:  ASST. CORP. SEC.

(This form to be returned)

SCHEDULE OF BID PRICES

Bid No. 2015-002

Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE I - Gravel Road Grading, Watering and Rock Material					
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Monthly Gravel Road Grading And Watering Services (North Section)	1	LS	30,000	30,000
2	Monthly Gravel Road Grading And Watering Services (South Section)	1	LS	30,000	30,000
3	Rock Material, Including Spreading (Average Yearly Total)	3,500	TN	19.50	68,250
TOTAL BID PRICE					\$128,250

SCHEDULE OF BID PRICES

Bid No. 2015-002

Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE II - Tree Trimming, Tree Removal, Tree Debris Removal or Mulching					
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA		
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA		
3	Tree Trimming, Tree Removal, Tree Debris Removal Or Mulching	2,000	LF		
TOTAL BID PRICE					<i>No BID</i>

SCHEDULE OF BID PRICES

Bid No. 2015-002

Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE III - Mowing					
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA		
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA		
3	Mowing	1	AC		
TOTAL BID PRICE					<i>No BID</i>

BF-4

SCHEDULE OF BID PRICES

Bid No. 2015-002

Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE IV - OGEM Road Repairs					
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA		
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA		
3	OGEM Spot Repairs	10	SY		
4	OGEM Edge Repairs	100	SY		
5	Type S-III Spot Repairs	10	SY		
6	Type S-III Edge Repairs	100	SY		
TOTAL BID PRICE					<i>No BTP</i>

SCHEDULE OF BID PRICES

Bid No. 2015-002

Project Name: Gravel Road Grading And Other Road Services
Town of Loxahatchee Groves

PHASE VI - Traffic Signs Repair or Replacement					
<u>NO.</u>	<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Normal Mobilization (Within 7 Days) (One Per Work Authorization).	1	EA		
2	Emergency Mobilization (Within 24 Hours) (One Per Work Authorization)	1	EA		
3	New Traffic Sign Installation - One Post	5	EA		
4	New Traffic Sign Installation - Two Posts	5	EA		
5	Remove and Replace Traffic Sign - One Post	5	EA		
6	Remove and Replace Traffic Sign - Two Posts	5	EA		
7	Repair Traffic Sign - One Post	5	EA		
8	Repair Traffic Sign - Two Posts	5	EA		
TOTAL BID PRICE					<i>NO BID</i>

Check List

Submitted with Proposal

Bid Proposal Form (BPF)

This form must be completed, signed and returned with Proposal

YES

Municipal Proposal Form (MPF)

This form must be signed and returned with Proposal

YES

Proposal Verification Form (PVF)

This form must be completed, signed and returned with Proposal

YES

Equipment Listing Form (ELF)

This form must be completed and returned with Proposal

YES

Letter of Authority (by bidder)

Must be completed, signed, and returned with Proposal

YES

Insurance Requirements (On MPF Form)

Acknowledgement of receipt of information on the insurance for this Request for Bid must be signed and returned with Proposal

YES

Affirmative Action Policy for Equal Employment Opportunity (By Bidder)

YES

Non Collusive Affidavit (On MPF Form)

This form must be completed, signed and returned with Proposal

YES

Business License (By Bidder)

All responses shall be accompanied by a copy of your current License(s), if applicable

YES

Prior work experience, qualifications and references (By Bidder)

YES

Complete Bid Proposal with all required forms and attachments.
Acknowledged on this form (CL)

YES

MUNICIPAL PROPOSAL FORM

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein. Proposer specifically understands that the Town reserves the right to contract with as many vendors as it deems necessary for safe, efficient, and timely gravel road grading, mowing, and vegetative removal services.

Proposer further agrees that this bid proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Proposer agrees no officer, agent or employee of the Town of Loxahatchee Groves is directly or indirectly interested in this proposal.

Proposer agrees that the signatory of this page is an authorized agent for the bidder.



Signature



Print Name & Title

Proposal Verification Form

BID NO. 2015-02

Gravel Road Grading and Other Road Services

***** Billing *****

1. The contractor shall provide invoices to the Town of Loxahatchee Groves monthly in a timely manner.
2. Those invoices must be received on the 5th of each month for the previous month's work performed.
3. An invoice must have a Purchase Order/Work Authorization number issued by the TOWN before it will be considered for payment
4. The invoice must provide sufficient detail reflecting roads graded, repaired, areas mowed, and vegetative removal performed. If a Work Authorization is issued for work performed without contract unit prices, then additional breakdown must be included.

***** Contract *****

1. The contract starting date, the contract term and the contract renewal details for the service(s) will be negotiated with the awarded contractor(s).
2. The agreement may be terminated by either party given a 90 day written notice upon the other parties failure to timely perform its responsibilities under this agreement.
3. The contractor may provide additional bid proposals and processes. The Town of Loxahatchee Groves reserves the right to consider or dismiss any bid proposal or additional bid proposal.

NUMBER OF PROPOSALS SUBMITTED: The undersigned office of the company submitting the Bid Proposal has submitted responses to the following specific Road Maintenance work.

- Gravel Road Grading, Water Services, and Rock Material (Phase I)
- Tree Trimming and In Place Mulching or Removal Services (Phase II)
- Mowing (Phase III)
- OGEM Road Repair (Phase IV)
- Speed Table/Hump Marking (Phase V)
- Traffic Sign Installation, Maintenance and Repair (Phase VI)



Signature of Officer

David E. Haas, Asst. Corp. Secretary

Printed Name of Officer and Title

11/2/15

Date

PVF-1

Equipment Listing

BID NO. 2015-02

Gravel Road Grading and Other Road Services

Complete this form for Bidding Phase I, II or III.

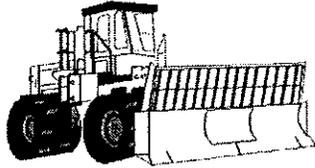
A. What equipment will you use?

please see attached

B. Age of Equipment

C. Equipment Hours

D. How many workers would be used to complete work on Town Roads? 2



RIO-BAK

CORPORATION

EQUIPMENT LIST

NUMBER	TYPE	MAKE	MODEL	SERIAL NUMBER	CURRENT HRS	YEAR
BD-24	End Dump	John Deere	300D	DW300DT622524		2008
BD-35	End Dump	Volvo	A25D	15435		2006
BD-46	End Dump	Volvo	A25D	72146		2006
BD-62	End Dump	John Deere	250D	626762		2012
BH-22	Track Backhoe	Link-Belt	330 LX	K6J6-0922		2006
BH-34	Track Backhoe	Volvo	360B	80334		2006
BH-41	Combination Backhoe	CAT	416 E	BWC00341		2010
BH-60	Longreach Backhoe	CAT	324 EL	PNW00460		2012
BH-71	Track Backhoe	Case	CX 135 SR	DAC0813171		2006
BH-341	Longreach Backhoe	Case	CX 210	DAC0721341		2001
BH-824	Track Backhoe	CAT	330-BL	6DR02824		1999
DZ-18	Dozer	John Deere	700 J	T0700JX137318		2007
DZ-37	Dozer	John Deere	750J	T0750JX133737		2006
DZ-52	Dozer	Komatsu	D39PX-21	1152		2005
DZ-86	Dozer	John Deere	750C	TO750CX919186		2003
DZ-89	Dozer	John Deere	750-J	TO750JX146689		2007
DZ-862	Dozer	John Deere	700K	1T0700KXVDE254862		2014
DZ-986	Dozer	John Deere	750-G	1T0750JXVA0188986		2012
GR-54	Grader	John Deere	670 CH	670572754	1,880	2001
GR-94	Grader	Leeboy	685	44742194		1996
GR-97	Grader	John Deere	670-B	522897	418	2003
LD-19	Loader	CAT	980-G	VAWH00519		2005
LD-63	Loader	John Deere	544K	1DW544KZTDE654863		2013
LD-598	Loader	CAT	980-K	W7K01598		2012
LD-662	Loader	John Deere	455-J	621662		2008
LD-7336	Loader	Volvo	L150-E	L150EV7336		2004
SL-74	Skid Loader	CAT	259B3	YYZ02074		2012
LB-04	Trailer	1990 ASPT		FLT9204LL		1990
LB-12	Trailer	2004 Anderson	EQ7206T	4YNBN20224C026412		2004
LB-79	Trailer	99 Eager Beaver		112DPM273XL052779		1999
TL-17	Trailer	Copper		1C9GQ18263C896417		2013
TL-28	Trailer	2005 Haulmark	TS6X10DS2	16HCB10195G069328		2005
TL-29	Trailer	2008 Homemade		NOVIN0200722758		2008
TL-53	Trailer	2011 Lark		5RTBE1226BD019953		2011
TL-63	Trailer	2007 IMC		1ZPBU17237J213163		
LT-49	Light Tower	Magnum	Pro Model	66749		2010
LT-62	Light Tower	WAC	LTN6C	5894962		2010
LT-64	Light Tower	Magnum	MLT 3060 KMH	80464		2012
LT-92	Light Tower	Magnum	Pro Model	66792		2010
MX-02	Mixer -- H&R	Fecon	USZ600	581710502		2002
MX-99	Road Mixer	Fecon	USZ600-2300	58.95.07.99		2001
RL-23	Asphalt Roller	Bomag	BW-90	101460521123		2004
RL-27	Drum Roller	Hamm	3410	1791327		2011



RIO-BAK

CORPORATION

EQUIPMENT LIST

NUMBER	TYPE	MAKE	MODEL	SERIAL NUMBER	CURRENT HRS	YEAR
WT-09	Water Truck	Volvo	A25C	5350V68109	16,075	2009
WT-70	Water Truck	Ford	L-8000	TYR82E85VA115270	185,347	2005
AC-05	Portable Air Compressor	Sullair		2.01007E+11		
AC-36	Portable Air Compressor	Sullair	185DPQ-CAT	2.01002E+11		2010
AC-52	Towable Air Compressor	Sullivan	210	23652		2006
BRM-61	Broom	Superior	DT80C	22SB804161		2006
BT-66	Box Tractor	New Holland	3930	129166B		1999
BT-96	Box Tractor	New Holland	3930	078796B		1997
HP-08	JD Pump Unit	D&D	4045			2012
HP-63	8" Hydraulic Pump Sys	Holland	H-40-D-627	Eng.#61699463-A		1996
HP-89	6" Slurry Dig Pump	D&D	6SD	D1089		2004
HP-90	4" Dyd. Pump Unit	Thompson	35HPU-005-4	35HPU-190		1996
	w/4" Pmp. Head	Submersible	40HST	#40-38		
JP-82	Jet Pump	Thompson	6JDD-6	6J-182		1997
TG-81	Tub Grinder	Diamond Z	1463	1D9FX4530TN147181		2006
TP-15	Tamp	Honda	WT-30	1153415		2013
TP-85	Small Tamp					
TRP-41	3" Trash Pump	Honda	QP-301th	5041		
TRC-24	5520 Tractor	John Deere	5520	PE4045T177624		2014

Certification Form (Page 1 of 4)

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF Florida)
) SS:
COUNTY OF Palm Beach)

I HEREBY CERTIFY that a meeting of the Board of Directors of the Rio-Bak Corporation

a corporation existing under the laws of the State of Florida, held on Aug. 17, 2012, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, 11/2, 2015, to the Town of Loxahatchee Groves and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 2nd, day of Nov., 2015.

Secretary: Staciego Rums

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

WRITTEN CONSENT OF BOARD OF DIRECTORS WITHOUT MEETING

OF

RIO-BAK CORPORATION

THE UNDERSIGNED, being the Director of RIO-BAK CORPORATION, a corporation existing under the laws of the State of Florida (the "Company"), hereby consents, pursuant to §607.0821 of the Florida Business Corporation Act, to the adoption of the following resolutions:

RESOLVED, that the following individuals are hereby authorized to sign any and all checks of Rio-Bak Corporation, any and all contracts on behalf of the corporation, and perform all such duties, as may from time to time be assigned to him or her by the board of directors. F.S.607.0840(3):

Enrique F. Rionda	-	President
Enrique R. Rionda	-	Vice President
Thomas T. King, Jr.	-	Vice President of Finance, Treasurer
Stacie J. Rimes	-	Corporate Secretary
David E. Haas	-	Assistant Secretary

IN WITNESS WHEREOF, the undersigned Director of the Company has executed the foregoing corporate action of the purpose of giving his consent thereto effective as of the 17th day of August, 2012.



Approved: Enrique F. Rionda, President

Indemnification and Insurance

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Loxahatchee Groves, c/o Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. TOWN must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

Indemnification and Insurance (cont.)

All insurance policies required above shall be issued by companies authorized to do business under the laws of the

State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the Invitation to Bid.
- B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: Rio-Bak Corp. Signature: David E. Haas
(Company name)
Date: 11/2/15 Print Name: David E. Haas

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2015

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: Jerri Moor PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: jerri@furmaninsurance.com															
INSURED Rio-Bak Corporation 12773 W Forest Hill Blvd #210 Wellington FL 33414		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER B: Bridgefield Employers Ins Co (es)</td> <td>10701</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins Co	23035	INSURER B: Bridgefield Employers Ins Co (es)	10701	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 15-16GL/Auto/Umb/FL WC 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-291-454780-015	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Damage to Premises \$ 300,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2 291 454780 025	6/30/2015	6/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TH7Z91454780045	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	0830-19364	9/11/2015	9/11/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Town of Loxahatchee Groves 155 F Road Loxahatchee Groves, FL 33470	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 Dirk DeJong/JM
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Sample Affirmative Action Policy
For Equal Employment Opportunity

**AFFIRMATIVE ACTION/
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

(Company Name) is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE:

11/2/15

(SIGNATURE/TITLE):

David E. Davis
ASST. CORP. SEC.

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

Non-Collusive Affidavit

State of Florida)

County of Palm Beach)

Dana E. Haas being first duly sworn, deposes and says that:

(1) He/she is the Asst. Corp. Secretary of the Proposer that has _____
(Owner, Partner, Officer, Representative or Agent)

submitted the attached proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

In the presence of:

Brenda L. Updyke

By: David E. Haas

David E. Haas, Asst. Corp. Secretary
(printed name and title)

State of

County of

The foregoing instrument was acknowledged before me this 2nd day of November

2015, by Dana E. Haas, who is personally known to me or who has produced _____
As identification and who did (did not) take an oath.

WITNESS my hand and official seal

Stacie Jo Rimes
Notary Public



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



LICENSE NUMBER	
CGC1520268	

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

RIONDA, ENRIQUE R
RIO-BAK CORPORATION
12773 WEST FOREST HILL BLVD STE 210
WELLINGTON FL 33414



ISSUED: 08/19/2014

DISPLAY AS REQUIRED BY LAW

SEQ# L1408190002598



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

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

****LOCATED AT****

12773 FOREST HILL BLVD #210
 WELLINGTON, FL 33414-0000

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	RIONDA ENRIQUE R	CGC1520288	B15.865449 - 08/21/15	\$359.60	B40152954

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

STATE OF FLORIDA
PALM BEACH COUNTY
2015/2016 LOCAL BUSINESS TAX RECEIPT

B2 - 2568

RIO BAK CORPORATION
 RIO BAK CORPORATION
 12773 W FOREST HILL BLVD STE 2
 WELLINGTON, FL 33414-4767



LBTR Number: 199214838
EXPIRES: SEPTEMBER 30, 2016

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



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

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

****LOCATED AT****

12773 FOREST HILL BLVD #210
 WELLINGTON, FL 33414-0000

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	RIONDA ENRIQUE R	CGC1620288	B15.865450 - 08/21/15	\$99.00	B40152953

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

STATE OF FLORIDA
PALM BEACH COUNTY
2015/2016 LOCAL BUSINESS TAX RECEIPT

B3 - 2568

RIO BAK CORPORATION
 RIO BAK CORPORATION
 12773 W FOREST HILL BLVD STE 2
 WELLINGTON, FL 33414-4767



LBTR Number: 199510145
EXPIRES: SEPTEMBER 30, 2016

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

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA

Palm Beach COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer Rio-Bak Corporation

Business address 12773 W. Forest Hill Blvd. #210, Wellington, FL 33414

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

_____ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement

David E. Haas

Proposer's Signature

Sworn to and subscribed before me on this 2nd day of Nov., 2015

(affix seal)

Stacie J. Rimes

Notary Public Signature



Rio-Bak Corporation has been established in Wellington, Florida since 1992 and has performed numerous construction & disaster related projects in Palm Beach, Broward, Hendry, St. Lucie counties, and the South East Region of the United States. We hold a state General Contractor's license and specialize in clearing, earthwork, roadwork and disaster work. Rio-Bak has established a loyal group of quality focused subcontractors and suppliers that have worked with us on a multitude of projects.

FEIN	65-0330616
D&B NUMBER	79-403-9362 Paydex 81
RATING	3A1
PROFESSIONAL LICENSES	Certified General Contractor Enrique R. Rionda #CGC1520268
GENERAL LIABILITY INSURANCE	Wausau Business Insurance
WORKERS COMP INSURANCE	Bridgefield Employers Insurance
INSURANCE AGENT	Frank H. Furman, Inc. Dirk DeJong PO Box 1927 Pompano Beach, FL 33061 954-943-5050
AUDITOR	Miguel A. Guzman, CPA, PA 11211 Prosperity Farms Rd., Suite A-102 Palm Beach Gardens, FL 33410 561-627-4740
BANKING	Bank of America Steve George 625 North Flagler Drive, 10 th Floor West Palm Beach, FL 33401 888-852-5000 ext. 3534
BONDING	Fidelity and Deposit Company of Maryland Tom Finn 863 Creston Drive Maitland, FL 32751 407-629-1955



BONDING AGENT

Johnson & Co.
John Harris
801 Orange Avenue, Suite 510
Orlando, FL 32801
561-753-5547

Current capacity \$15 million single, \$40 million aggregate, business volume \$20 million

Job size \$200,000 to \$11 million (average size \$1 million)

WORKERS COMPENSATION EXPERIENCE MODIFICATION RATE

1998	0.75
1999	0.84
2000	1.02
2001	1.00
2002	1.01
2003	1.00
2004	1.01
2005	0.88
2006	0.90
2007	0.83
2008	0.92
2009	0.97
2010	1.10
2011	0.89
2012	0.82
2013	0.95
2014	0.98

