RESOLUTION NO. R 2020-072

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDING ITB#RM-20-22 FOR OAKHILL CULVERT REPLACEMENT TO IMECO, INC. IN THE AMOUNT OF $129,150.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Davie is in need of a Licensed Contractor to replace a collapsed culvert pipe;

WHEREAS, The Town of Davie solicited sealed bids for the Oakhill Culvert Replacement from ITB# RM-20-22 that entails the removal of a 66” existing corrugated metal drainage pipe that has collapsed; in its place, 38’ of 60” reinforced concrete pipe will be installed;

WHEREAS, the Town received four (4) prospective bids; and after review of the bids, staff concurs to award ITB# RM-20-22 to the lowest responsive and responsible bidder, IMECO, Inc. in the amount of $129,150.00; and

WHEREAS, after review, the Town Council wishes to accept the bid from the lowest responsive and responsible bidder IMECO, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council hereby awards ITB# RM-20-22 to IMECO, Inc. in the amount of $129,150.00.

Section 3. The Town Council hereby authorizes the expenditure of funds from approved Capital Improvement Program accounts.

Section 4. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
Section 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.


MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 4TH DAY OF MARCH, 2020.

Approved as to Form and Legality:

TOWN ATTORNEY
Procurement Authorization Form
Budget & Finance /Purchasing Division

Item Description (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

Oak Hill Culvert Replacement Project

METHOD OF PROCUREMENT (mark the one that applies)

☐ Open Competitive Bidding ☐ Sole Source ☐ Single Source ☐ Prequalified Contractor Agreement

☐ Exempt Purchases over $25K ☐ Co-Op Bid Number

☐ Piggyback on Contract Number (including name of entity)

☐ Request for Proposal/Qualification ☐ Reverse Bid ☐ Pre-Qualified Pool Contractors

Funds pre-encumbered by Requisition No. (If no vendor use Vendor No. 9924 Out to Bid)

Account #1 310.36.640.538.563068 Account #2 __________________________ Account #3 __________________________

Amount #1 $200,000 Amount #2 __________________________ Amount #3 __________________________

CONTACT INFORMATION
Department: Public Works Name: Gerry Diaz Phone: (954) 797-1085

1. Estimated Budgeted Amount $200,000 or ☐ Dependent on usage within established budget.

2. Advertisement Period: 21 days. All bids need to be advertised a minimum of 12 days and typically do not exceed 30 days.

3. Project Location: Oakhill Neighborhood - SW 17th Street east of SW 142nd Avenue, Davie

4. Is this project Grant related? Yes ☐ No ☐ Funding Agency: __________________________

If yes, provide Grant special requirements __________________________

5. Substantial Completion of project shall be in 120 calendar days after Notice to Proceed. Final Completion of project shall be in 150 calendar days after Substantial Completion.

6. Do you want to require Liquidated Damages? Yes ☐ No ☐ If yes, how much per day? $100

7. List Special licenses/certifications vendors are required to have __________________________

8. Do you want a Pre-bid meeting? Yes ☐ No ☐ if yes, do you want it to be Mandatory? Yes ☐ No ☐
9. Do you want a Site Visit? Yes ☐ No ☐ If yes, do you want it to be Mandatory? Yes ☐ No ☐

10. Is there an Outside entity assisting with this bid (ex: Architect, engineer, consultant) Yes ☐ No ☐
    If yes, provide Entity Name: R.J. Behar Contact Person: Hans Murzi, PE, CFM
    Phone: 954-680-7771 Email: hmurzi@rjbehar.com

11. Are there Plans associated with this bid? Yes ☐ No ☐ (Purchasing will need 1 electronic copy)
    If yes, have they been reviewed by Engineering, Planning and Zoning and the Building Division? Yes ☐ No ☐

12. Does this bid work in conjunction with or will it impact any other Dept? Yes ☐ No ☐ (Example: is this request IT related?)
    If yes, provide Department(s)/Division(s) name: Engineering
    If yes, the listed Department Directors(s) will also need to review the specifications and sign this form in additional area's provide below;

13. Project/Contract Manager (in-house):
    Name: Gerry Diaz Ph: (954) 797-1085 Fax: 

14. Suggested Review Committee Members: (For RFP's Only!)
    A. 
    B. 
    C. 

15. Vendor(s) to send packet to: (email addresses are required)
    A. ismaelgiraldo@gmail.com 

16. Has this type of solicitation been done before: Yes ☐ Bid/RFP/RFQ Number _____________ No ☐ Unknown? ☐

17. Does the Award of this solicitation need to be approved by another body (FDOT, LAP, and CDBG etc.) before submitting item for Town Council approval? Yes ☐ No ☐ If yes, please list

18. Authorization: (per section 12, if additional Departments/Divisions are involved please have them sign below as well)

   Department Director Approval: (Print) Osdel Larson (Signature) Date: 11-22-19
   Department Director Approval: (Print) (Signature) JONATHAN VOGT Date: 11-22-19
   Department Director Approval: (Print) (Signature) Date: 
   Department Director Approval: (Print) (Signature) Date: 
   Department Director Approval: (Print) (Signature) Date: 
   Budget & Finance Director Approval: (Print) (Signature) Date: 
   Procurement Manager Approval: (Print) (Signature) Date: 
   Town Administrator Approval: (Print) (Signature) Date: 

Page 2 of 2
Purchasing Division – 6591 Orange Drive Davie, FL 33314 – Tel: 954-797-1016 E-mail: purchasing@davie-fl.gov
REV 10/17
Before the undersigned authority personally appeared
Bianne Rogers, who on oath says that he or she is a duly authorized
representative of the SUN-SENTINEL, a DAILY newspaper published in
BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids,
Town of Davie
ITB NO. RM-20-22
Was published in said newspaper in the issues of Dec 15, 2019

Affiant further says that the said SUN-SENTINEL is a newspaper published
in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and
that the said newspaper has heretofore been continuously published in said
BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and
has been entered as second class matter at the post office in BROWARD
County, Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant further says
that he or she has neither paid nor promised, any person, firm or corporation,
any discount, rebate, commission or refund, for the purpose of securing this
advertisement for publication in the said newspaper.

Signature of Affiant
Sworn to and subscribed before me this: December 17, 2019.

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Sold To:
Town of Davie - CU00107157
6591 Orange Drive
Davie, FL 33314

Bill To:
Town of Davie - CU00107157
6591 Orange Drive
Davie, FL 33314

Affidavit Delivery Method: U.S. Mail
Affidavit Email Address: 6544245
TOWN OF DAVIE
INVITATION TO BID
OAKHILL CULVERT REPLACEMENT
ITB NO. RM-20-22

Dear Potential Respondent:

The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than 2:00 PM on Thursday, January 30, 2020 for ITB NO. RM-20-22

OAKHILL CULVERT REPLACEMENT. Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/bids or at DemandStar.com.

A Mandatory Pre-Bid Conference will be held at 10:00 AM on Tuesday, January 07, 2020 at Town Hall Council Chambers 6591 Orange Drive, Davie, FL 33314. In order to be eligible to respond to this ITB, prospective bidders are required to attend this pre-bid conference.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on January 14, 2020. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town’s Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit One (1) original complete bid package, Two (2) duplicate copy of said package and One (1) flash drive or CD copy to the Town of Davie Budget and Finance / Purchasing Division – Attention: Purchasing Manager, Brian K. O’Connor 6591 Orange Drive Davie, FL 33314 on or before the due date stipulated above. All packages shall be clearly marked “ITB NO. RM-20-22 OAKHILL CULVERT REPLACEMENT.” The Town will not be responsible for the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Late Submissions shall not be accepted.

ITB responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers after the due date/time noted above. The selection of the successful respondent(s) shall be at the Town’s discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Brian K. O’Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

12/15/2019 6544245

Order # - 6544245
Solicitation # & Title: ITB# RM-20-22 Oakhill Culvert Replacement

Due Date: 01/30/2020  Due Time: 02:00 PM

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Amount</th>
<th>Ranking</th>
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<tbody>
<tr>
<td>Hinterland Group, Inc.</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>IMECO, Inc.</td>
<td>$129,150.00</td>
<td>1</td>
</tr>
<tr>
<td>Ric-Man International, Inc.</td>
<td>$409,834.91</td>
<td>4</td>
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<tr>
<td>LCCI Construction</td>
<td>$186,637.50</td>
<td>2</td>
</tr>
<tr>
<td>Johnson-Davis, Inc.</td>
<td>$197,400.00</td>
<td>3</td>
</tr>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED. THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]  DATE: 01/30/2020

WITNESS: [Signature]  DATE: 1/30/20
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>IMECO, Inc.</th>
<th>LLCI Construction</th>
<th>Johnson-Davis, Inc.</th>
<th>Ric-Man International, Inc.</th>
<th>Hinterland Group, Inc.</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>$10,000.00</td>
<td>$13,000.00</td>
<td>$7,000.00</td>
<td>$55,000.00</td>
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<td>2</td>
<td>Maintenance of Traffic</td>
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<td>$6,500.00</td>
<td>$30,000.00</td>
<td>$68,744.00</td>
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<td>3</td>
<td>Clearing and Grubbing</td>
<td>$2,000.00</td>
<td>$2,500.00</td>
<td>$10,000.00</td>
<td>$22,092.90</td>
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<td>4</td>
<td>Removal of Existing Structures</td>
<td>$15,000.00</td>
<td>$6,000.00</td>
<td>$18,000.00</td>
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<td>5</td>
<td>Floating Turbidity Barrier</td>
<td>$1,000.00</td>
<td>$1,250.00</td>
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<td>6</td>
<td>Regular Excavation</td>
<td>$2,000.00</td>
<td>$5,000.00</td>
<td>$3,000.00</td>
<td>$21,000.00</td>
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<td>Channel Excavation</td>
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<td>Milling of Existing Asphalt Pavement</td>
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<td>$3,749.76</td>
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<td>Embankment (Compacted In Place)</td>
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<td>$4,000.00</td>
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<td>Type B Stabilization, Lbr 40</td>
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<td>$3,000.00</td>
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<td>11</td>
<td>Optional Base, Base Group 7</td>
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<td>12</td>
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<td>13</td>
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<td>$3,990.44</td>
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<td>14</td>
<td>Straight Sand-Cement Endwalls</td>
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<td>$51,000.00</td>
<td>$14,000.00</td>
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<td>15</td>
<td>60&quot; Pipe R.C.P.</td>
<td>$24,000.00</td>
<td>$28,000.00</td>
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<td>16</td>
<td>Guardrail</td>
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<td>17</td>
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<td>18</td>
<td>Traffic Paint (Yellow)</td>
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<td>$600.00</td>
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<td>$940.00</td>
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<tr>
<td>19</td>
<td>Traffic Paint (White)</td>
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<td>$1,000.00</td>
<td>$940.00</td>
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<td>20</td>
<td>Mailbox Relocation</td>
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<td>$400.00</td>
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<td>21</td>
<td>Erosion Controls</td>
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<td>$1,000.00</td>
<td>$5,460.00</td>
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<tr>
<td>22</td>
<td>Irrigation System Restablishment</td>
<td>$7,000.00</td>
<td>$2,000.00</td>
<td>$7,000.00</td>
<td>$30,200.00</td>
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<tr>
<td>23</td>
<td>Contingency 5% (Only as approved by the Town) (5%)</td>
<td>$5,150.00</td>
<td>$8,857.50</td>
<td>$9,400.00</td>
<td>$19,516.00</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BASE BID AMOUNT (Total of Items 1 - 23)**

- IMECO, Inc.: $129,150.00
- LLCI Construction: $186,637.50
- Johnson-Davis, Inc.: $197,400.00
- Ric-Man International, Inc.: $409,834.91

**DISQUALIFIED**

**HINTERLAND GROUP, INC.**
(Disqualified: No Pricing Submitted)
Town of Davie  
Budget & Finance/Purchasing Division

AWARD RECOMMENDATION / INTENT TO AWARD

| To: | Osdel Fernandez-Larrea, Public Works & Capital Projects Director |
| From: | Procurement Manager  
Brian K. O'Connor, C.P.M. |
| Date: | 4-Feb-20 |
| Solicitation #: | ITB# RM-20-22  
Item/Service: Oakhill Culvert Replacement |

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Purchasing Division as soon as possible.

1. PROCUREMENT COMMENTS:
The Town received (5) five bids.

2. RECOMMENDATION:
A. Which bids do you recommend?
   Imeco, Inc.

B. Does this meet specifications as per your request and as advertised?
   YES [ ]
   NO [ ]

   If No, is the variance considered:
   MINOR [ ]
   or MAJOR [ ]

   Explain:

C. Is the recommendation the lowest bid received?
   YES [ ]  
   NO [ ]

D. List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary.

(attach an additional sheet if further comment or explanation is required)

3. PROCUREMENT ACTION/RECOMMENDATION(S):
The Purchasing Division has reviewed all submittals and recommends award to the responsive, responsible bidder(s) which is IMECO, Inc.

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PURCHASING DIVISION FOR ALL AWARD RECOMMENDATIONS OF $25,000.00 AND ABOVE.
FOR AWARD RECOMMENDATIONS REQUIRING COUNCIL APPROVAL, SUBMIT THIS FORM NO LATER THAN THREE (3) WEEKS PRIOR TO THE PUBLISHED COUNCIL AGENDA ITEM DEADLINES FOR PURCHASING ITEMS.
INVITATION TO BID

<table>
<thead>
<tr>
<th>ITB NO.</th>
<th>RM-20-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Oakhill Culvert Replacement</td>
</tr>
<tr>
<td>AVAILABLE</td>
<td>Friday, December 13, 2019</td>
</tr>
<tr>
<td>MANDATORY PRE-BID CONFERENCE</td>
<td>10:00 AM ON Tuesday, January 07, 2020</td>
</tr>
<tr>
<td>DUE DATE</td>
<td>2:00 PM ON Thursday, January 30, 2020</td>
</tr>
<tr>
<td>SUBMIT TO</td>
<td>TOWN OF DAVIE - Procurement Division</td>
</tr>
<tr>
<td></td>
<td>Attn: Brian K. O'Connor, C.P.M.</td>
</tr>
<tr>
<td></td>
<td>6591 Orange Drive</td>
</tr>
<tr>
<td></td>
<td>Davie, FL 33314</td>
</tr>
<tr>
<td>COUNCIL APPROVAL</td>
<td>TBD</td>
</tr>
<tr>
<td>BONDS</td>
<td>5% Bid Bond</td>
</tr>
<tr>
<td></td>
<td>100% Performance &amp; Payment Bond</td>
</tr>
</tbody>
</table>

Download Bid Information for Free at: [https://www.davie-fl.gov/bids](https://www.davie-fl.gov/bids)

Town of Davie Supplier Central: [https://www.davie-fl.gov/877/Supplier-Central](https://www.davie-fl.gov/877/Supplier-Central)
Dear Potential Respondent:

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Brian K. O’Connor  
Procurement Manager  
Town of Davie

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# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SOLICITATION SECTIONS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 1.0 General Terms and Conditions</td>
<td>4</td>
</tr>
<tr>
<td>SECTION 2.0 Special Terms and Conditions</td>
<td>30</td>
</tr>
<tr>
<td>SECTION 3.0 Bid Form</td>
<td>33</td>
</tr>
<tr>
<td>SECTION 4.0 Required Forms</td>
<td>36</td>
</tr>
<tr>
<td>SECTION 5.0 Technical Specifications</td>
<td>Attached</td>
</tr>
</tbody>
</table>
SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.


Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor’s Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or
corporation having a tenant relationship with the Town of Davie.

**Liquidated Damages**: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town’s Contract Manager.

**Notice To Proceed (NTP)**: The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

**Owner**: The term Owner as used in this Contract shall mean the Town of Davie.

**Performance and Payment Bonds**: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Plans**: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project**: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor’s obligations.

**Project Cost**: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager**: The duly authorized representative designated to manage the Project.

**Scope of Service**: Document which details the work to be performed by the Contractor.

**Subcontractor or Sub consultant**: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words “Work”, “Services”, “Program”, or “Project”: All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words “Directed”, “Required”, “Permitted”, “Ordered”, “Designated”, “Selected”, “Prescribed”, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town’s Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town’s Project Manager. In resolving disputes and in all respects the Town Administrator’s decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at [https://www.davie-fl.gov/list.aspx](https://www.davie-fl.gov/list.aspx).

1.3 LOCAL PREFERENCE

**Definitions**

Local Davie Vendor- a “local Davie vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

Local Broward County Vendor- a “local Broward vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six
months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid-A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town’s website where the award is determined by price.

Proposal- A proposal shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town’s website where the award is determined by qualifications.

Process

a) Competitive Bid- For bid evaluation purposes, vendors that meet the definition of “local Davie vendor” as detailed above shall be given a 5% evaluation credit. This shall mean that if a “local Davie vendor” submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the “local Davie vendor” shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the “local Davie vendor” submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the “local Davie vendor”. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a “local Davie vendor”, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a “local Davie vendor” and a “local Broward County vendor” participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the “local Davie vendor” will be given first option. If the “local Davie vendor” cannot beat the lowest bid received by at least 1%, an opportunity will be given to the “local Broward County vendor”. If the “local Broward County vendor” cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple “local Davie vendors” submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a “best and final offer (BAFO)”. The award will be made to the “local Davie vendor” submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no “local Davie vendor” can beat the lowest bid/quote by at least 1%, then the process will be repeated with all “local Broward County vendors” who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no “local Davie vendor” and no “local Broward County vendor” can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) Competitive Proposal- For evaluation purposes, “local Davie vendor” and “local Broward County vendor” shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

c) Exceptions

1. No “local vendor” preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

2. Utilization of a State or other agency contract.

3. State or Federal law prohibits the use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of
local preferences.

5. Sole source or single source purchases.

6. The “local vendor” is either non-responsive or non-responsible.

7. All bids submitted exceed the budget amount for the project.


9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.

C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

A. Any manufacturer’s names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers’ items of equal material, unless specifications state “NO SUBSTITUTIONS.”

B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

E. The Town shall be the sole judge of
1.7 SUBMISSION OF BIDS

A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Town of Davie Purchasing Department, 6991 Orange Drive Davie, Florida 33314. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope.

B. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids shall be dated and time stamped prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.

C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope. OR can request a copy be e-mailed to them.

D. Bids should be submitted in duplicate. Submit one original and one copy. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

1.8 ADDENDA

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder’s responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.
1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS

UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:
Project Manager
Town of Davie
Attention: Gerardo Diaz
Phone: 954-797-1085
Fax: 954-445-0401

To the Procurement Department:
Brian O’Connor, C.P.M., Procurement Manager
Purchasing Division
6591 Orange Drive
Davie, FL 33314
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor’s proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor’s sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The names of
the employee and the company shall be displayed on the front of the employee’s shirt.

1.19 AWARD OF BID

A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.

B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.

C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor(s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor(s).

D. Successful Bidder shall be notified in writing of award.

E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town’s website within two (2) working days after the posted review committee meeting.

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town’s action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier’s checks within three (3) working days of the notice of intent to award. The first check will be in the amount of $500 (hereinafter called “the administrative fee”). The second check will be in the amount of 1% of the bid amount (hereinafter called “the protest bond”). The Town’s notices of intent to award are posted on the Town of Davie website.

2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.

3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.

4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee’s ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.

5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

1.21 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded bidder.

1.22 DISQUALIFICATION OF BIDDERS
A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.26 COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the Town
shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, Evelyn_Roig@Davie-FL.gov, 6591 Orange Drive, Davie, FL 33314.

1.31 BIDDER/CONTRACTOR RESPONSIBILITY

Florida Statute § 215.4725: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Towns determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Towns determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 215.4725.

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.
1.33 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception to (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify and hold harmless the Town, its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the Town, the Community Redevelopment Agency, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract.

1.35 COPELAND “ANTI-KICKBACK”

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.36 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder’s attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.38 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.39 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder’s expense.

1.40 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the
successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer’s standard warranty.

1.41 CLAIMS
Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.42 CONTRACT RENEWAL
Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

1.43 MODIFICATION OF CONTRACT
The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.44 SAFETY DATA SHEET (SDS)
Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

1.45 CONDITION OF MATERIALS AND PACKAGING
All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer’s models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.46 SAMPLES
Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder’s expense. Each individual sample must be labeled with bidder’s name and manufacturer’s brand name and number.

1.47 PUBLIC ENTITY CRIMES
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.48 DISCRIMINATION
Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.49 DRUG-FREE WORKPLACE PROGRAM
Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

1.50 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY
Bidders shall sign and submit this attached form indicating understanding and compliance with the Town’s and State’s policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Town within five calendar days after notification.
by the Town, if this is determined to be in the best interest of the Town.

1.51 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.52 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.53 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town’s notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker’s Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker’s Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for bodily injury and property damage. Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 4700 Davie Road, Suite D, Davie, FL 33314.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $1,000,000 per occurrence. Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 4700 Davie Road, Suite D, Davie, FL 33314.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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 "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

The Contractor 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 of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) 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 suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

1.54 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Purchasing Division's “Purchasing” page, which can be found at: https://www.davie-fl.gov/purchasing.

1.55 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie’s requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie’s Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.56 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie’s evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.57 ORDER OF PRECEDENCE
If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

A. The terms and conditions of the agreement

B. The Town of Davie’s solicitation and any associated addenda and attachments thereof, and

C. The Contractor's Proposal.

1.58 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town’s requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town’s approval of this Contract shall be at the Contractor’s risk and expense.

1.60 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.61 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the
project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.62 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor’s employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor’s personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor’s personnel as used in this Article shall not require the termination and or demotion of any Contractor’s personnel.

C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.63 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor’s sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor’s relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.64 AUTHORITY OF THE TOWN’S PROJECT MANAGER

A. The Contractor hereby acknowledges that the Town’s Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party’s fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to
the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager’s determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator’s purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor’s performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.65 MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney’s fees from the Contractor.

1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING
The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

### 1.67 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

### 1.68 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

### 1.69 SUBCONTRACTUAL RELATIONS

**A.** If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

**B.** The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

**C.** Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

**D.** In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

**E.** The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the
1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.71 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The Town and/or the CRA, may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.

B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney’s fees.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for the Town’s and the CRA’s right to terminate this Agreement for convenience.

D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town’s Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the Town’s and/or the CRA's materials and property;
3. Cancel orders;

4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.73 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.74 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor’s default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.75 PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town’s or the CRA’s continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney’s fees, shall indemnify, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town’s or CRA’s option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor’s expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor’s expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor’s own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town’s judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.76 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida’s Public Records Law.

The Contractor acknowledges that all computer software in the Town’s possession or the CRA’s possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town’s proprietary interest therein.
During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.77 PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which
may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.78 ETHICS

In accordance with Section 2-327 of the Town’s Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee’s spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. Environmental Protection Agency (EPA), as applicable to this Contract.

D. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, handicap, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

E. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.

F. Florida Building Code (FBC).

G. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

H. Florida Statute § 215.4725: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Towns determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Towns determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 215.4725.

1.80 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap,
marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.81 CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor’s knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor’s faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town’s best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town’s Project Manager. Contractor shall thereafter cooperate with the Town’s review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and

C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.83 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.84 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.85 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.87 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the solicitation he will supply only material or equipment that is 100% asbestos free.

1.88 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.89 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

1.90 PROHIBITION OF INTEREST
No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town’s bidder lists, and prohibition from engaging in any business with the Town.

1.91 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.92 E-VERIFY

Contractor acknowledges that the Town may be utilizing the Contractor’s services for a project that is funded in whole or in part by State funds pursuant to a contract between the Town and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security’s E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the Town and a State Agency, and reporting to the Town any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

1.93 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.94 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.95 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

1.96 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.97 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.98 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.99 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL
REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Waste Management, Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town’s exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Kay Hurley, Waste Management Construction Services Account Manager at (954) 439-4067 or khurley@wm.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O’Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division’s representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE’S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THEM. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO $15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO $1,000/DAY FOR FIRST VIOLATIONS, UP TO $5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

END OF SECTION
SECTION 2.0 SPECIAL CONDITIONS

2.1 MINIMUM QUALIFICATION REQUIREMENTS

Minimum Bidding Firm must be licensed to perform the work specified in this bid. Firm shall provide copies of all applicable licenses with their response.

General Contractor and Sub-Contractors are to have all required licenses to pull all the permits and perform all the required work to complete the entire project. These license(s) include, but are not limited to: General Contractor licensed by the State of Florida.

2.2 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

2.3 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

2.4 MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference will be held at 10:00 AM on Tuesday, January 07, 2020 at Town Hall Council Chambers 6591 Orange Drive, Davie, FL 33314. In order to be eligible to respond to this ITB, prospective bidders are required to attend this pre-bid conference.

2.5 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB Available</td>
<td>12/13/2019</td>
</tr>
<tr>
<td>Mandatory Pre-Bid Conference (10:00 am EST)</td>
<td>01/07/2020</td>
</tr>
<tr>
<td>Last Date Receipt of RFIs (by 5:00 pm EST)</td>
<td>01/14/2020</td>
</tr>
<tr>
<td>Bids Due (2:00 pm EST)</td>
<td>01/30/2020</td>
</tr>
</tbody>
</table>
2.6 SIGNED BID CONSIDERED AN OFFER

This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the bidder or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

2.7 CONTRACTOR’S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

2.8 EMPLOYEES

Contractor shall have “on-site” supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an “On Duty” supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

2.9 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

2.10 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

2.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.
2.12 LIQUIDATED DAMAGES

No work will be paid for until all work has been inspected and approved by the Town of Davie. Time is of the essence and $100.00 a day liquidated damages may be assessed for every calendar day the project is late.

2.13 PAYMENT

Payment for work shall be authorized upon completion of all work specified in “Scope of Work” of this specification. Invoices will be subject to verification and approval by the department requesting the service.

2.14 INSPECTIONS

The Contractor and the Town of Davie's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

2.15 COMPETENCY OF BIDDERS

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

2.16 PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

2.17 CONTRACT AWARD

Any contract, as a result of this ITB, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Bidder whose bid shall be deemed by the Town to be in the best interest of the Town. The Town’s decision to make the award and which bid is in the best interest of the Town shall be final.

2.18 HOURS OF WORK

The Contractor will perform the work Monday through Friday from 7:30 a.m. to 5:00 p.m., excluding holidays unless prior approval is given by the Town.

2.19 CONTRACT TIME

That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within 180 calendar days from said date.

END OF SECTION
SECTION 3.0 BID FORM

Base Bid Items

Item No.1
Mobilization $_________Lump Sum

Item No.2
Maintenance of Traffic $_________Lump Sum

Item No.3
Clearing and Grubbing $_________Lump Sum

Item No.4
Removal of Existing Structures $_________Lump Sum

Item No.5
Floating Turbidity Barrier $_________Lump Sum

Item No.6
Regular Excavation $_________Lump Sum

Item No.7
Channel Excavation $_________Lump Sum

Item No.8
Milling of Existing Asphalt Pavement $_________Lump Sum

Item No.9
Embankment (Compacted In Place) $_________Lump Sum

Item No.10
Type B Stabilization, Lbr 40 $_________Lump Sum

Item No.11
Optional Base, Base Group 7 $_________Lump Sum
Item No.12
Misc. Asphalt $_________Lump Sum

Item No.13
Asphalt Type S-1 $_________Lump Sum

Item No.14
Straight Sand-Cement Endwalls $_________Lump Sum

Item No.15
60" Pipe R.C.P. $_________Lump Sum

Item No.16
Guardrail $_________Lump Sum

Item No.17
Sodding $_________Lump Sum

Item No.18
Traffic Paint (Yellow) $_________Lump Sum

Item No.19
Traffic Paint (White) $_________Lump Sum

Item No.20
Mailbox Relocation $_________Lump Sum

Item No.21
Erosion Controls $_________Lump Sum

Item No.22
Irrigation System Restablishment $_________Lump Sum

Item No.23
Contingency 5% (Only as approved by the Town) (5%) $_________Lump Sum

TOTAL BASE BID (Total of Items 01 - 23) $_________Lump Sum
### Bid Form-Continued

**TOTAL BASE BID WRITTEN IN WORDS (Total of Items 01 - 23)**

<table>
<thead>
<tr>
<th>Authorized Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Company Name:</td>
</tr>
<tr>
<td>Company Address:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
<tr>
<td>Secondary Contact Person:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
</tbody>
</table>

Seller agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO
SECTION 4.0 REQUIRED FORMS

PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Vice-President</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
</tr>
<tr>
<td>Registered Agent</td>
<td></td>
</tr>
</tbody>
</table>

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Post Office Address

PROPOSER:

(CORPORATE NAME)

PRESIDENT’S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _________________________
SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: _______________________________
__________________________________________________________________
__________________________________________________________________

36
PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

________________________________________________________________________________________________________

________________________________________________________________________________________________________

________________________________________________________________________________________________________

________________________________________________________________________________________________________

________________________________________________________________________________________________________

PROPOSER

________________________________________________________________________________________________________

(FIRM NAME)

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

________________________________________________________________________________________________________

PRINT NAME

________________________________________________________________________________________________________

Title (Sole Proprietor or Partner)

Post Office Address:

________________________________________________________________________________________________________

TELEPHONE

________________________________________________________________________________________________________

CITY in which fictitious name is registered.

________________________________________________________________________________________________________

Attach a copy of proof of registration
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:
LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID.

Addendum #1, Dated __________________________
Addendum #2, Dated __________________________
Addendum #3, Dated __________________________
Addendum #4, Dated __________________________
Addendum #5, Dated __________________________
Addendum #6, Dated __________________________
Addendum #7, Dated __________________________
Addendum #8, Dated __________________________

PART II:
☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID.

FIRM NAME: ______________________________________________________

AUTHORIZED SIGNATURE: __________________________ DATE: __________

TITLE OF OFFICER: __________________________
# AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE

(Davie Code of Ordinances Sec. 2-329)

**Complete the boxes below as applicable:**

1. ___ My Business is located within the **Town of Davie**.

<table>
<thead>
<tr>
<th>Legal Name of Firm:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxpayer ID No.:</td>
<td></td>
</tr>
<tr>
<td>Physical Address: <strong>SHALL NOT BE A P.O. BOX OR RESIDENCE</strong></td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>

Has the business name changed since it was opened in Davie? Yes___ No___

If yes, provide the previous business name:

Date your business was established in Town of Davie:

Business License Number: Date Issued:

The business employs __________ (insert a number) full time employees.

2. ___ My Business is located within **Broward County**.

<table>
<thead>
<tr>
<th>Legal Name of Firm:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxpayer ID No.:</td>
<td></td>
</tr>
<tr>
<td>Physical Address: <strong>SHALL NOT BE A P.O. BOX OR RESIDENCE</strong></td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>

Has the business name changed since it was opened in Broward County? Yes___ No___

If yes, provide the previous business name:

Date your business was established in Broward County:

Business License Number: Date Issued:

The business employs __________ (insert a number) full time employees.

___ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: ________________________ Print Name: ______________________

39
VENDOR INFORMATION

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)

______________________________________________________________

Mailing Address:

______________________________________________________________

______________________________________________________________

______________________________________________________________

Remit to Address
(If Different from Mailing Address):

______________________________________________________________

Contact Name:

______________________________________________________________

Telephone: ________________________ Federal Tax ID Number: ________________________

Fax Number: ________________________ Email Address: ________________________

Facsimile: ________________________ Business Website (If Applicable): ________________________
Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided, and if it is still active.

_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

PRODUCTS & SERVICES
In the space provided below please indicate any product or services that your firm provides:

_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
OWNER DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation’s stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

<table>
<thead>
<tr>
<th>Full Legal Name</th>
<th>Address</th>
<th>Ownership %</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

<table>
<thead>
<tr>
<th>Full Legal Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
   1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
   2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor’s knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR’S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.
Please indicate below if there is a Conflict Of Interest. 
(Please select one option) 

☐ YES ☐ NO 

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below 

Name:  

Relationship:  

______________________________  

______________________________  

______________________________  

Firm/Business Name  

Name & Title, Typed or Printed  

Authorized Signature  

Date
CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

Name of Firm: ____________________________________________________________

1) Name of Client Entity: ___________________________________________________
   Address: __________________________________________________________________
   City/State/Zip: ____________________________________________________________
   Contact: __________________________________________________________________
   Title: _________________________________
   Email Address: ______________________________
   Telephone: ______________________________
   Scope of Work: __________________________
   Description of Services Provided: ____________________________________________

2) Name of Client Entity: ___________________________________________________
   Address: __________________________________________________________________
   City/State/Zip: ____________________________________________________________
   Contact: __________________________________________________________________
   Title: _________________________________
   Email Address: ______________________________
   Telephone: ______________________________
   Scope of Work: __________________________
   Description of Services Provided: ____________________________________________

3) Name of Client Entity: ___________________________________________________
   Address: __________________________________________________________________
   City/State/Zip: ____________________________________________________________
   Contact: __________________________________________________________________
   Title: _________________________________
   Email Address: ______________________________
   Telephone: ______________________________
   Scope of Work: __________________________
   Description of Services Provided: ____________________________________________
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the TOWN OF DAVIE, FLORIDA
By: ________________________________________________________
   (print individual’s name and title)
For: ________________________________________________________
   (print name of entity submitting sworn statement)
   whose business address is: ___________________________________ and (if applicable) its Federal Employer Identification Number (FEIN) is: ______________
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies below).

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

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

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

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

________________________________________
Signature

Sworn to and subscribed before me this ______ day ______________________, 20_____.

Personally known ________________________ ____________________________________
OR __________________________________ Name of Notary
Produced identification ________________________ Notary Public – State of ___________
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and ______________________________ or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: __________________________
Title: __________________________

Sworn and subscribed before this

_____ day of______________, 20___

________________________________________
Notary Public, State of Florida

________________________________________
(Printed Name)

My commission expires: ______________________
SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - “No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.”... The term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

__________________________________  _______________________________
SIGNATURE                                                    PRINTED NAME

__________________________________  _______________________________
NAME OF COMPANY                                            TITLE
INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney’s fees) arising out of or resulting from the contractor’s performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

__________________________________  _______________________________
SIGNATURE                                                    PRINTED NAME

__________________________________  _______________________________
DATE                                                          TITLE

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

________________________________________
NOTARY PUBLIC

______________________________
[signature of individual signing]

signature in the space provided above on this _____day of _____________, 20______
 NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA 

COUNTY OF

being first duly sworn, deposes and says that:

a) He/she is the ___________________________, (Owner, Partner, Officer, Representative or Agent) of __________________________ the Proposer that has submitted the attached Proposal;

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

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) 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 proposing in connection with such work; or to have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any 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;

e) 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: ____________________________

Witness

______________________________

Witness (Printed Name)

______________________________

(Title)
ACKNOWLEDGMENT

STATE OF FLORIDA    }   
    } SS:       
COUNTY OF           }   

BEFORE ME, the undersigned authority personally appeared ______________________________________ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that __________________________________________ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ________ day of ____________________, 20___.

My Commission Expires:

________________________________
Notary Public State of Florida at Large
IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

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

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

__________________________________  _______________________________
VENDOR’S SIGNATURE                                                 PRINTED NAME

__________________________________
NAME OF COMPANY
E-VERIFY FORM

Bid No: _________________________________________________________

Project Description: _____________________________________________

________________________________________________________________

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: _________________________________________________

Authorized Signature: ____________________________________________

Print Name: ____________________________________________________

Title: __________________________________________________________

Date: __________________________________________________________
EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, __________________________, Company_________________________,

Attest that all personnel used in the performance of this work have had a criminal background check, and
have no criminal offenses, a negative drug test result, and are legally documented to work in the United
States.

The Town of Davie reserves the right to request copies of the criminal background checks and drug test
results of the awarded firm(s).

Proposer’s Signature___________________________________
REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Proposing Firm: ________________________ Today's Date: ________________________

Primary Contact Person Re: this Bid: __________________________________________________

Primary Contact Person Email Address: ________________________________________________

Primary Contact Person Phone Number: ________________________________________________

1. How many years has your firm been in business under its present business name?: ______________

2. Under what other former name(s) has your firm operated?: __________________________________

___________________________________________________________________________________

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been
canceled? Circle one: No      Yes If yes, please explain: _________________________________

___________________________________________________________________________________

___________________________________________________________________________________

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter
into a contract after an award has been made, failed to complete a contract during the past five (5) years,
or been declared to be in default in any contract in the last five (5) years? Circle one: No  Yes

If yes, please explain: ______________________________________________________________

___________________________________________________________________________________

___________________________________________________________________________________

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter
11 or put into receivership? Circle one: No  Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed
necessary: ________________________________________________________________
6. State the name and title of the individual who will have personal management of the work:

___________________________________________________________________________________

___________________________________________________________________________________

7. State the name and address of attorney, if any, for the firm:

___________________________________________________________________________________

___________________________________________________________________________________

8. List all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this ITB:

___________________________________________________________________________________

___________________________________________________________________________________

9. List all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals:

___________________________________________________________________________________

___________________________________________________________________________________

10. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

___________________________________________________________________________________

___________________________________________________________________________________

11. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

___________________________________________________________________________________

___________________________________________________________________________________

12. Bank references:

<table>
<thead>
<tr>
<th>BANK NAME</th>
<th>ADDRESS (CITY, STATE, ZIP)</th>
<th>PHONE NUMBER</th>
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</thead>
<tbody>
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</tr>
</tbody>
</table>
13. Firm has attached a current Certificate of Liability Insurance?  **Yes  No**

14. Firm has attached a current W9?  **Yes  No**

15. If applicable, your firm attended the Mandatory Pre-Bid Meeting?  **Yes  No**

16. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years.  

Undersigned:

____________________________________________
FIRM NAME

____________________________________________
SIGNATURE OF AUTHORIZED AGENT

____________________________________________
NAME & TITLE, TYPED OR PRINTED

Continued on following page:

STATE OF  )

) SS

COUNTY OF  )
The foregoing instrument was sworn to and subscribed before me this _____ day of ______________, 20___ by __________________________ who is personally known to me or produced __________________________ as identification.

______________________________________________________________

NOTARY PUBLIC, State of ____________  Commission No.: ____________________
Print Name: ________________________  Commission Expires: _________________

SEAL

(if Corporation)
SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: ________________________

6. Search Engine/Internet search

7. E-mail Specify Source: ________________________

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: ________________________

10. Other, Specify Source: ________________________

Please note: This survey form is used for internal Procurement purposes only.
LOBBYING INTEREST

I, _____________________, the undersigned, representing ____________________________ declare that I have read the attached form and that (check one):

_______ My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation

_______ My company is interested in lobbying either staff or elected officials on matters associated with this solicitation. I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk’s Office along with a registration fee of $50.00.

Title of Bid: ______________________________

Bidder Name: ______________________________

Address: ______________________________

________________________________________

Phone Number: ____________________________

Fax Number: ______________________________

E-mail Address: ____________________________

Signature: ________________________________

Print Name: ________________________________

61
CERTIFICATION PURSUANT TO FLORIDA STATUTE §215.4725

I, ___________________, on behalf of _________________________,

Print Name     Company Name

certify that_________________________ does not:

Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

________________________________
Signature

________________________________
Title

________________________________
Date
Town of Davie

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

_________________________________________ (the "Principal"), and
_________________________________________ (the "Surety"), a corporation authorized to do business as a surety in the State of Florida, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents in the full and just sum of ________________________________ Dollars ($_______________) good and lawful money of the United States of America, to be paid upon demand of the Town of Davie, Florida.

WHEREAS, the Principal is about to submit, or has submitted to the Town of Davie, Florida, a bid in response to an Invitation to Bid issued by the Town; and

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany its Bid.

NOW THEREFORE, the conditions of this obligation are such that if the Bid is accepted by the Town, the Principal shall within ten (10) calendar days after receipt of a contract, execute said contract and upon the terms, conditions and price set forth in the Invitation to Bid and Bid, in the form and manner required by the Town of Davie, Florida, and execute a sufficient and satisfactory Public Construction Bond payable to the Town of Davie, Florida, in an amount of one hundred percent (100%) of the total contract price, as indicated in the Bid, in form and with security satisfactory to the said Town, then this obligation is to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the Town upon demand the amount hereof, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these present to be duly signed and sealed this __________ day of ________________________, 20 ___.

Bidder as PRINCIPAL:

Company: ____________________________
Signature: ____________________________
Name: ________________________________
Address: ____________________________

SURETY:

Company: ____________________________
Signature: ____________________________ Print
Print Name: ____________________________ Title:
Title: ________________________________
Address: ____________________________
REASON FOR “NO BID”

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or by mail to:

Town of Davie – Purchasing Division
Attention: Brian O'Conner, C.P.M., Procurement Manager
6591 Orange Drive
Davie, FL 33314

1. Why did your firm chose not to respond to this opportunity?

Circle all that apply from below list: _____

a. We do not offer these services or equivalent.
b. Insufficient time to respond to the solicitation.
c. Our project schedule would not permit us to perform.
d. Unable to meet requirements.
e. Other:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. Additional remarks:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
INSERT W-9 FORM HERE
INSERT CERTIFICATE OF INSURANCE HERE
(See Section 1.53 Insurance Requirements for project requirements)
SECTION 5.0 TECHNICAL SPECIFICATIONS

Town of Davie

Technical Specifications
For

Oak Hill Culvert Replacement Project

Prepared by:

R.J. Behar & Company, Inc.
Engineers • Planners

6861 S.W. 196 Avenue, Suite 302 Pembroke Pines, FL 33332

Juan H. Vazquez, PE, PH, BCEE
PE License No. 51143,
Certificate of Authorization No. 00008365
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SPECIAL PROVISIONS
FOR

Oak Hill Culvert Replacement Project

1. SECTION 1, GENERAL

The applicable portions of the July 2019 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION’S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and its supplements with changes pertaining thereto, as amended by the general Specifications and the following Special Provisions; all are hereby made a part of this Contract. All testing, as required, shall be the responsibility of the Contractor, who shall submit test results to the Town Inspector for his approval. Further, the applicable portions of the SOUTH FLORIDA BUILDING CODE and the BROWARD COUNTY MINIMUM STANDARDS, shall apply to this project.

Unless otherwise noted, all page references in the Special Provisions refer to the Florida Department of Transportation’s STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION. All references to the Florida Department of Transportation (Department) as it relates to the Owner shall refer to the Town of Davie.

2. LOCATION OF WORK

The area where the work is to be performed is located on SW 17th Street east of SW 142nd Avenue, in the Town of Davie. The exact location and limits of construction are shown in the plans accompanying the contract documents.

3. SECTION 2, PROPOSAL REQUIREMENTS AND CONDITIONS

This section is deleted. Refer to the Town of Davie bid documents and requirements.

In addition, the Town assumes no responsibility for the accuracy of any test results shown in the plans. They are included only as a general indication of the materials likely to be found adjacent to the holes bored at the site of the proposed work. The Contractor shall examine these data and interpret the subsoil investigation and other preliminary data, and the bid shall be based on the contractor’s opinion of the conditions likely to be encountered. The proposal the bidder submits, shall be considered “prima facie” evidence that the bidder has made an examination of the information provided and the site conditions.

4. SECTION 3, AWARD AND EXECUTION OF CONTRACT

This section is deleted. Refer to the Town of Davie bid documents and requirements.
5. **SECTION 4, SCOPE OF WORK**

Page 20, Section 4-1, Intent of Contract shall read: The work proposed under this contract consists of furnishing all supervision, labor, materials, transportation equipment, tools and any incidentals necessary to perform all operations for demolition, culvert construction, roadway milling and resurfacing, pavement restoration, regrading and stabilization, canal excavations, driveway restoration, curb and gutter, drainage system, guardrails, drainage structures, sodding, signing and pavement markings.

6. **SECTION 5, CONTROL OF THE WORK**

Page 32, Section 5-1.2, Department’s Plans, add the following: plans accompanying these contracts documents are entitled **Oakhill Culvert Replacement Project**.

7. **SECTION 7, LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC**

Page 62, Section 7-2.1 – General: This sub article is amended to include the following:

Permits which are issued by TOWN OF DAVIE for construction within the public right-of-way will be reimbursed to the contractor at the actual cost of the permit.

Additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be also reimbursed to the Contractor at the actual cost.

Page 67, Section 7-11 – Preservation of Property: This sub-article is expanded to include:

Property public or private damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the Town Inspector, prior to the final acceptance of the work. Such facilities shall include, but are not limited to: irrigation equipment and miscellaneous hardware removed from the construction site, driveways, mailboxes, walkways, walls, fences, footings or underground utilities.

**NOTE:** All street name signs shall remain in place during the period of construction except those that are required to be relocated due to interference with the actual construction. All signs that are relocated or damaged by the Contractor during the work, shall be re-installed or replaced at the proper location, as soon as possible by the Contractor.

Prior to the removal of any traffic control signs that interfere with the construction, the Contractor shall provide temporary signing or other provisions to assure a continuous flow of traffic under at least the same conditions as previously existed.

All signs that are found to be unserviceable shall be reported to the Town of Davie.
Page 69, Section 7-11.5 – Utilities: This sub-article is expanded to include:

The Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. The utility companies will provide the Contractor with updates of their schedules for completing any required relocation work. The Contractor shall incorporate these schedules into his/her sequence of construction.

NOTE: The Contractor shall contact the Sunshine 811 at least forty-eight (48) hours prior to commencing any trenching or excavation on this project.

8. SECTION 8, PROSECUTION AND PROGRESS

Page 84, Section 8-3.5 – Preconstruction Conference: This sub-article is expanded to include:

After the award of contract and prior to the issuance of the “Notice to Proceed,” a Preconstruction Conference will be held with the Contractors, members of the Town of Davie Departments, representatives of Utility Companies, and other contractors affected by the work. The time and place of this conference will be set by the Town of Davie.

At the Preconstruction Conference, the Contractor must provide two copies of a detailed construction schedule showing the proposed starting and completion dates for each work classification or bid item. The work classification should be sub-divided to the extent necessary to provide adequate detail and shall also include such items as mobilization, shop drawing review, etc.

Page 84 Section 8-4.1 – Night Work: Replace this article as follows:

No work shall be done at all on Sunday or any day between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed, or, except that permission do such work may be secured from the Town Inspector.

9. PROJECT SIGN

No project sign will be required for this project.

10. FIELD OFFICE

Field office will not be needed.

11. PAYMENT ADJUSTMENT – BITUMINOUS MATERIAL

Page 96, Section 9-2.1.1 – Fuels: This sub-article is replaced as follows: No contract adjustment will be made for fuel requirements. Unit prices submitted at the time of bid will be used for payment purposes.

Page 97, Section 9-2.1.2 – Bituminous Material: This sub-article is replaced as follows: Contractor shall submit Certification of Quantities as required by the contract documents.
No contract adjustment will be made to bituminous material based on increases or decreases of Asphalt Price Index. Unit prices submitted at the time of bid will be used for payment purposes.

Page 101, Section 9-5.5 – Partial Payments for Delivery of Certain Materials: This sub-article is replaced as follows: No partial payments will be allowed for materials stockpiled.

12. SECTION 101: MOBILIZATION

Page 108, Section 101-2.2 – Partial Payments: This sub-article is replaced as follows: This work shall be paid on a lump sum basis. Payments will be divided equally over the life of the contract and paid on a monthly basis.

13. SECTION 102: MAINTENANCE OF TRAFFIC

Page 109, Section 102-1 – Description: This sub-article is amended to include:

Temporary Traffic Control Details are included in the Plans for this project. No work shall commence on this project or any portion thereof without implementation of this Plan.

Excavated or other material stored adjacent to, or partially upon a roadway pavement, shall be adequately marked for traffic safety at all times.

The Contractor shall provide the necessary access to all adjacent property during construction. This may include temporary limerock base at driveways and/or closing only one driveway per property at a time. Cost should be included as part of the Lump Sum item for Maintenance of Traffic.

Special attention shall be given for directing the flow of pedestrian and vehicular traffic, especially in areas surrounding schools. At the discretion of the Town Inspector, the Town may require the Contractor to call for and hire off-duty police officers for directing the traffic and maintaining safety if in any way the operations will curtail the use of the streets, roads and work areas specified herein.

Page 126, Section 102-13 – Basis of Payment: Partial payment for lump sum Maintenance of Traffic shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates and shall be provided on a percentage equal to the percentage of contract time expired.

14. SECTION 105: CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS

Section 105: This Section is replaced as follows:
105.01 CONTRACTOR QUALITY CONTROL: The Contractor shall provide and maintain an effective quality control program that will demonstrate compliance with the contract specifications.

A. Establish a quality control system to perform sufficient inspection of all items of Work, including that of Subcontractors, to insure conformance to the Specifications and Drawings with respect to the materials, workmanship, construction, equipment performance, and identification.

B. The Contractor's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance or special technicians to provide capability for the controls required by the Technical Specifications. The Contractor's quality control plan must clearly identify the quality control leader and personnel organizational system. The leader must have the authority to direct the removal and replacement of work.

C. After the Contract is awarded and before construction begins, the Contractor shall meet with the Town or its representative to discuss quality control requirements. The meeting shall develop mutual understanding relative to details of the system, including the Contractors forms to be used for recording the quality control operations, inspections, administration of the system, and the interrelationship of Contractor and Town inspection.

D. All compliance inspections shall be recorded on appropriate forms, including but not limited to the specific items required in each section of the Technical Specifications. Those forms, including record of corrective actions taken, shall be furnished to the Town. The Town's quality control representative shall maintain a check off list of all deficiencies which are not corrected the same day as they are discovered.

E. Should recurring deficiencies in an item or items indicate that the quality control system is not adequate, the Contractor shall take such corrective actions as may be directed by the Town.

F. Contractor shall submit his written quality control plan for review, describing the activities and listing those inspection and testing activities that the Contractor will perform prior to beginning the Work. The Contractors Quality Control Plan shall describe how he will communicate timely notification to allow for test and inspection activities performed by the Town, or its representatives, for on and off-site construction activities.

G. Ensure that the equipment used in the production and testing of the materials provides accurate and precise measurements in accordance with the applicable Specifications. Maintain a record of all inspections, including but not limited to, date of inspection, results of inspection, and any subsequent corrective actions taken. Make available to the Town the inspection records, when requested.
105.02 TESTING LABORATORY SERVICES: All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Town. The laboratory shall be staffed with experienced technicians, properly equipped, FDOT certified, and fully qualified to perform the tests in accordance with the specified standards. Submit certifications prior to placement of materials.

105.03 TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR: Testing that the Town will coordinate and pay for is described in Section 1.04 below. All other testing laboratory services in connection with tests (which are identified as the Contractor's responsibility in the Contract Documents) shall be performed and paid for by the Contractor, and a certified copy of the results will be furnished to the TOWN within 5 days of the test. The Contractor shall pay all charges for services on: cast-in-place concrete, moisture density (Proctor) and relative density tests on embankment, fill and backfill materials, in-place field density tests on embankments and fills, and paving construction.

The Contractor is also responsible for testing and inspection services required to achieve an effective quality control program, to assure that the work strictly complies with the contract requirements. Contractor shall pay all costs for such services. Contractor shall also pay for any tests performed by the Town which do not meet Specifications, as described below.

1.04 TESTING LABORATORY SERVICES FURNISHED BY TOWN:

A. The Town may secure the services of a material’s testing company, for field and laboratory tests verification, for certain items of work. The Town shall only pay for cost of verification tests. Verification sampling and testing will be performed in the general manner indicated in the Specifications, with minimum interference with construction operations.

While the Contractor may perform testing in order to proceed to a following construction stage, the Town will determine the exact time and location of field sampling and testing, and may require additional sampling and/or testing as necessary to determine that materials and equipment conform with Contractor-submitted data and with the Contract Documents.

B. Arrangements for delivery of samples and test specimens to the testing laboratory under this paragraph will be made by the Contractor. The testing laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and shall furnish a written report of each test.

C. Contractor shall furnish all sample materials and cooperate in the sampling and fieldtesting activities, interrupting the Work when necessary.

D. Testing Laboratory employed by the Town will not be authorized to:
1. Release, revoke, alter or enlarge on requirements of the Contract Documents.
2. Approve or accept any portion of the Work.
3. Perform any duties of the Contractor.

Costs for material testing shall be included within the applicable items of construction.

15. SECTION 110: CLEARING AND GRUBBING

Page 161, Section 110-1 – Description: This sub-article is amended to include:
The Contract Unit Price bid as indicated in the Bid Form of the proposal shall be full
compensation for all work required for clearing and grubbing; removal and disposal of flexible
pavement, curb and gutter, drainage structures and pipes, miscellaneous concrete, vegetation,
trash and debris, and miscellaneous roadway items; and cleaning of existing drainage systems
left in place within the Project. The bid price for this item shall include all costs of disposing
of sediments removed from the canal.

Page 167, Section 110-12 – Basis of Payment: This sub-article is amended to include: Partial
Payment for lump sum clearing and grubbing shall be made with each partial progress estimate.
Partial payment shall be provided on progress estimates on a percentage equal to the percentage
of clearing and grubbing work performed.

16. SECTION 120: EXCAVATION AND EMBANKMENT

Page 169, Section 120-1.2 – Unidentified Areas of Contamination: This article is amended as
follows: Delete paragraphs 3 to 6. The Town may hire an external contractor (CAR) to manage
possible contamination materials or contract with the Prime Contractor to manage any possible
contamination materials. Coordinate and cooperate with the CAR for completion of the work
efforts.

Page 182, Section 120-12 – Construction: This article is amended to add the following:
The Contractor shall include the costs of all grading in the unit bid prices for the appropriate
items. No separate payments will be made for any grading required on this project. The
Contractor shall provide an As-built survey of profile grade prior to placing asphaltic concrete.
The survey shall be taken at 50’ intervals, along finished limerock. The survey shall include
points along center line construction and lip of curb for roadway and edge of pavement for
shoulder areas. The Contractor will refinish areas not conforming to specified tolerance in
Article 120-12.1.

Page 182, Section 120-13 Method of Measurement Article 120-13.2 Roadway Excavation, is
Modified as Follows:
The Contractor is advised that Roadway Excavation and Channel Excavation measurement for
payment shall be made by the difference in volumes determined by elevations taken prior to
excavation and elevations taken after excavation compacted and shaped in accordance with the plans and contract documents. The Contractor shall include these survey costs within the unit prices for excavation and embankment items. No payment will be made for grass swales regrading.

17. SECTION 125: EXCAVATION FOR STRUCTURES AND PIPES

Page 197, Section 125-13 Method of Measurement is Modified as Follows:
No payment will be made for excavation for structures. Costs shall be included in the cost of the culvert installation.

18. SECTION 200: ROCK BASE

Page 214, Section 200-5 – Spreading Rock: This section is amended to include: At the option of the Town Inspector, unless the use of forms is specifically called for in the plans, the base may be constructed six inches wider in lieu of using forms. These extra widths will not be measured for payment and shall be provided at no additional expense to the Town.

Page 215, Section 200-6 – Compacting and Finishing Base: This section is amended to include: Prior to placing the base, the subgrade will be inspected by the Town Inspector to ascertain whether or not the work satisfies the requirements to the specified density, lines, grades, and cross sections. It shall be the responsibility of the Contractor to maintain the required subgrade density until the base is placed in the subgrade.

Page 216, Section 200-7.2.1 – Density: This section is amended to include: The minimum density, which will be acceptable at any location outside the traveled roadway (such as intersections, crossovers, turnouts, etc.) shall be 95% of maximum density.

Page 219, Section 200-8 – Priming and Maintaining: This section is amended to include: Upon the Town Inspector’s approval of the limerock base, it shall be primed with a prime coat having a minimum curing period of 48 hours. Under no circumstances will the Town Inspector allow the prepared base to remain unsurfaced pending completion of other work remaining on the project.

Page 219, Section 200-10 – Method of Measurement: This section is amended to include: The areas of base course to be measured for payment shall include the areas of extra base required at various intersections. The cost of replacing base materials removed only for the construction of underground items shall be included in the bid price for the various items.

Page 220, Section 200-11 – Basis of Payment: This section is revised to read: The quantity of limerock base, determined as provided in this section, shall be paid for at the unit price as indicated in the Bid Form of the proposal. Such price and payment shall be full compensation for all work specified for the complete construction of the base course as specified herein, including the necessary preparation and compaction of the subgrade, correcting all defective
surfaces of the subgrade removing all cracks and checks as provided in 200-6.4.2, and/or deficient thickness and priming of the base course.

19. **SECTION 300: PRIME AND TACK COATS FOR BASE COURSES**

Page 254, Section 300-10 Basis of Payment: This article is modified to read:

A prime coat is required for all limerock base construction and the cost will be included in the unit price bid for limerock base per square yard as noted in the Bid Form of the Proposal. No separate payment shall be made for the prime coat or its application.

20. **SECTION 334: SUPERPAVE ASPHALT CONCRETE**

Page 283, Section 334-3.2.1 – General: This article is modified to add the following:

No work shall be started on this portion of the contract until the Contractor has conferred with the Town Inspector and has submitted the mix designs to be used and has obtained approval prior to construction:

The verification of conformity to specification of a job mix formula, submitted by the Contractor, could be granted if the plant has previously operated in conformity with the same material specification as used in this contract. Provide documentation that the mix designs have been granted approval on other jobs by the Florida Department of Transportation.

Page 294, Section 334-8 – Basis of Payment: This article is modified as follows: Payment will full compensation for furnishing all new materials, for mixing, hauling, compacting, and testing new pavement as directed and accepted by the Town on a per TON basis as noted in the Bid Form of the Proposal. Delete Section 334-8.2 and 334-8.3.

21. **SECTION 425: INLETS, MANHOLES AND JUNCTION BOXES**

Page 452, Section 425-8.2 – Adjusted Structures: This sub article is expanded to include:

All structures such as manholes, valve boxes, or existing inlets shall be adjusted to the final grades. If no item of payment is provided in the Bid Form, the cost shall be included in other items of work. Upon completion of the work, and prior to acceptance and final payment, all such structures will be inspected by the Town Inspector to ensure that they are free of all debris and thoroughly cleaned. No additional payment will be made for removing debris and cleaning the structures.

22. **SECTION 430: PIPE CULVERT**

Page 453, Section 430-1 Description: This section has been expanded to include:
Pipe culverts installed under the terms of these contract documents shall be RCP.

Page 462, Section 430-9.3 Installation Requirements Including Trenching, Foundation and Back Filling Operations. This section is amended to add:

Backfilling to the original ground surface or subgrade surface of openings made for the above structures is included in the work required under this Section. All material used for backfill shall be of a quality acceptable to the Town Inspector. It shall consist of well graded limerock or limerock and sand fill, free of deleterious material. The structures shall be inspected by the Town Inspector, in place, prior to the actual backfilling.

Page 463, Section 430-12.1 General. This section is modified to read:

Payment for the work under this Section shall be full compensation for furnishing of the pipe culvert and all materials required for the work specified, including excavation, backfilling, restoration of pavement, curb and gutter, sidewalks, etc., as shown on the Plans, disposal of surplus material, clean-out and all other items necessary to complete the work within the intent of these specifications. The Contractor shall not include any costs incurred for pavement and curb and gutter restoration in the price for the Pipe Culvert if payment for these items are specifically provided for in separate bid items.

23. SECTION 522: CONCRETE SIDEWALK AND DRIVEWAYS

Page 714, Section 522-1 Description: This section has been expanded to include: The construction of driveways shall match the existing materials found in the existing driveway.

24. SECTION 530: REVETMENT SYSTEMS

Page 733, Section 530-5.1 Sand-Cement: This section has been modified as follows: Price and payment will be full compensation for all work specified in this Section, including materials, bedding material, labor, hauling, excavation, and backfill for each end wall constructed to the size, elevations and dimensions shown on the drawings.

Page 733, Section 530-5.7 Payment Items. Payment will be made under: Sand-Cement Riprap End wall - per each.

25. SECTION 700: HIGHWAY SIGNING

Page 978, Section 700 General Requirements. This section is modified to add the following:

The post shall be furnished in appropriate length to provide a minimum 7-ft clearance from the bottom of the sign to the ground with full length attachment to the sign blank. In the event that
a street name sign is to be attached above the stop sign, additional length of post must be allowed for said attachment.

Page 974, Section 700-2.4 Basis of Payment. This article is amended to add the following:

The contractor shall be responsible for removal of all existing signs conflicting with the design. The existing signs, when removed, shall be disassembled and delivered to the Town of Davie, location to be indicated. This is considered incidental to the project, with no direct payment for this work.
Subsoil Investigation Report

prepared by:

Federal Engineering & Testing, Inc.

Client: R.J. Behar & Company, Inc.
Contact: Juan H. Vazquez
Address: 6861 S.W. 196 Avenue, Suite 302
Pembroke Pines, FL 33332

Project: Oak Hill Culvert Replacement
Address: East of 14211 SW 17th Street
Davie, FL 33325

Date: Friday, November 9, 2018
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Soil Boring Log(s)
Project Location
Soil Boring Location(s)
Soil Classifications
Sampling Procedures
Limitations of Liability

For Your Information

Our findings in this report are based on soil conditions encountered in the test bore locations only, proposed structure to be built, (if available at this stage), Florida Building Code requirements and standard engineering practices. If your report is preliminary (i.e. vacant land or building to be demolished) additional borings are required within the foot print of the proposed structure once the location & layout of the proposed structure is known.

Please read this report in its entirety and follow all recommendations. Failure to do so may result in the permitting agency (Building Department, etc.) withholding the Certificate of Occupancy. This will cause delays and additional costs. The Permitting Agency will require a final certification or signing off of the project prior to issuing the Certificate of Occupancy. All of our recommendations need to be followed to receive a final certification from F.E.T., including densities on each lift, demucking verification, piling inspection, etc., whichever recommendation applies to your project.

Please schedule us at least 24 hours in advance for all tests and inspections. If you choose to use another Engineering Firm, you must verify they will provide you with the proper certification in writing, as outlined in our report. Our firm will only provide a certification letter if it has verified all work as recommended in our report.
Friday, November 9, 2018                                      Job Order Number  18SB824

R.J. Behar & Company, Inc.
6861 S.W. 196 Avenue, Suite 302
Pembroke Pines, FL 33332
Attn.: Juan H. Vazquez

RE: Subsoil Investigation
Oak Hill Culvert Replacement
East of 14211 SW 17th Street
Davie, FL 33325

Dear Sirs:

Pursuant to your request, Federal Engineering & Testing, Inc. has completed a subsoil investigation on 11/08/2018 at the above referenced site. The purpose of our investigation was to verify subsoil conditions relative to foundation preparation and design.

A total of two (2) SPT borings were performed according to ASTM D-1586 drilled down to a depth of twenty feet (20) below the existing ground surface. (See attached field sketch for locations). The following is a general description of soil stratas for the subject site:

<table>
<thead>
<tr>
<th>Depth From</th>
<th>To</th>
<th>Description of Soils</th>
</tr>
</thead>
<tbody>
<tr>
<td>0&quot;</td>
<td>6&quot;</td>
<td>Topsoil &amp; Vegetation</td>
</tr>
<tr>
<td>6&quot;</td>
<td>2'</td>
<td>Brown Sand with Some Rock</td>
</tr>
<tr>
<td>2'</td>
<td>3'6&quot;</td>
<td>Brown Silty Sand</td>
</tr>
<tr>
<td>3'6&quot;</td>
<td>8'</td>
<td>Pale Brown Sand</td>
</tr>
<tr>
<td>8'</td>
<td>20'</td>
<td>Limerock</td>
</tr>
</tbody>
</table>

Groundwater table elevation was measured immediately at the completion of each boring and was found at an average depth of three (3) feet below existing ground surface. Fluctuation in water level should be anticipated due to seasonal variations and run off as well as varying ground elevation, construction dewatering and pumping activities in the area. Site contractor must familiarize himself with site conditions in the event groundwater controls and dewatering is needed. Surface flooding may result under hurricane conditions and should be taken into consideration in the design of the project. The contractor shall make sure that groundwater levels on adjacent properties are not affected by the contractors dewatering activities. Specialty groundwater contractors shall be consulted for all work below the groundwater level.
The boring log(s) attached present a detailed description of the soils encountered at each location. The soil stratification shown on the boring log(s) is based on the examination of the recovered soil samples and interpretation of the driller's field log(s). It indicates only the approximate boundaries between soil types. The actual transitions between adjacent soil types may be gradual.

From a geotechnical engineering perspective, the site is suitable for the construction of the proposed structure, provided that the surface sand layers are compacted in place and proof rolled. Localized areas of loose materials, if present, will become evident during site clearing, grubbing and proof rolling, and must be removed prior to filling operations.

Based on our understanding of the proposed structure and the information obtained from our field boring log(s); we recommend the following procedures for foundation design:

1) Strip the entire footings and building construction areas of topsoil and ground vegetation (when encountered) down to clean granular material. Any underground structures, utility lines, root systems and drainage trenches, etc. must be removed in their entirety from beneath the proposed construction areas. The city arborists should be contacted prior to any land clearing to verify compliance with any local codes.

2) Saturate and compact all construction areas with a heavy self propelled vibratory roller to a minimum of 95% of the ASTM D-1557 modified proctor method. Make a minimum of ten (10) passes with the roller in each direction.

3) Care should be taken when using vibration in case of existing structures in the vicinity of the construction area. If vibration cannot be used for compaction, static compaction may be applied. However, in this case, the compacted layer should not exceed 6 inches in thickness.

4) Backfill construction areas to proper elevation if needed using a clean granular material placed in lifts not to exceed twelve (12) inches in thickness and compacted as per item 2.

5) Representative samples of the on-site and proposed fill material should be collected and tested to determine the classification and compaction characteristics.

6) All construction fill material above the water table shall be clean granular soil, free of organics or other deleterious material, and shall contain no more than twelve (12) percent fines passing a U.S. Standard No. 200 sieve (0.075mm) and have a Unified Soil Classification (USCS) designation of GP, GW, GP-GM, GW-GM, SP or SW. No particle size greater than three (3) inches shall be used in the top 12 inches of the building pad.

7) Fill Material below the water table shall be washed free draining gravel such as FDOT No. 57 stone or equivalent to about 12 inches above the water table unless dewatering is used. When dewatering is used, fill material shall be clean granular soil, free of organics or other deleterious material, and shall contain no more than twelve (12) percent fines passing a U.S. Standard No. 200 sieve (0.075mm).
8) Verify all densification procedures by taking an adequate number of field density tests in each layer of compacted material. Density tests shall be performed on the slab areas, footing areas, interior bearing wall footings and column pad footings. This must be scheduled immediately after Tamp and Spray and/or Compaction, but before Reinforcing Steel Placement. If reinforcing steel is already in-place, it must be removed from all areas to be tested prior to performing densities.

9) After the installation of any plumbing and electrical piping; we recommend that the disturbed area be recompacted and additional densities tests be performed to verify proper compaction of the disturbed areas.

10) All of the above Geotechnical work shall be performed under the supervision of Federal Engineering & Testing's geotechnical engineer or his representative to verify compliance with our specifications and the Florida Building Code. Please call us at 954-784-2941 for scheduling.

11) In the event of existing structures, existing footings or proposed drainage lines, provisions shall be made by the structural engineer and site contractor to protect all footings from undermining and exposure. The geotechnical engineer shall be notified of these conditions to evaluate the applicability of his recommendations.

The above foundation recommendations being achieved and verified; it is our opinion that the proposed structure be designed for a shallow foundation system with a permissible soil bearing pressure not to exceed 2500 P.S.F. Building pad certification requires satisfactory completion and verification of all the above foundation recommendations.

Slabs placed upon compacted fill may be designed using a modulus of subgrade reaction value of 200 pci. The following soil parameters shall be used for retaining wall designs:

- Soil unit weight moist .......................................................... 110 pcf
- Soil unit weight buoyant ...................................................... 48 pcf
- Angle of internal friction ..................................................... 30°
- Active Earth pressure coefficient (Ka) ................................... 0.33
- Passive Earth pressure coefficient (Kp) ................................. 3.0
- Angle of wall friction for steel piles .................................... 30°
- Angle of wall friction for concrete / brick walls .................. 20°
- Angle of wall friction for uncoated steel ............................. 15°

Excavations shall not extend within one (1) foot of the angle of repose next to existing footings or structures unless underpinned. Trenching shall be in compliance with the Florida Building Code, OSHA and Trench Safety Act requirements. Shorings shall be designed and inspected by a Florida licensed professional engineer.

Provisions shall be made by the architect, engineer of record and contractor to address differential settlements when tying in new to existing structures. Mixing of different foundation types shall not be used unless provided with expansion joints to address differential settlement.
Detailed settlement analysis was beyond the scope of this report. Comparing the field test data obtained in this exploration with our experience with structures similar to those proposed for this project, the estimated magnitude of these settlements is 0.5 to 1 inch. Due to the granular nature of the subsurface materials, the foundation settlements should occur as the loads are applied and should be virtually negligible by the end of the building shell completion.

All outside ground surfaces must be sloped away from the structure to avoid water accumulation and ponding. All rain waters shall be discharged away from all building foundations. Verify all water, sewer, plumbing, sprinkler and drainage lines are properly functioning with no leaks in the vicinity of the foundation.

Regardless of the thoroughness of a geotechnical exploration, there is always the possibility that conditions may be different from those of the test locations; therefore, Federal Engineering & Testing, Inc. does not guarantee any subsoil condition between the bore test holes. A site plan showing the location of the proposed structure was not provided at the time the soil borings were performed. Once plans and specifications have been finalized and drawn, Federal Engineering & Testing, Inc. shall be provided a copy of the finalized plans and specifications for review. For a more accurate portrayal of subsurface conditions, the site contractor should perform test pits. If different conditions are encountered, Federal Engineering & Testing Inc., shall be notified to review the findings and make any recommendations as needed. In accepting this report the client understands that all data from the soil borings is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. The site contractor must familiarize themselves with the job site conditions.

Environmental analysis of the soil materials is not part of the scope of services. If environmental analysis of the soils is required, we can provide a proposal for performing an environmental analysis of the soil materials. For Environmental due diligence, a Phase I and/or Phase II Environmental Site Assessment is recommended.

As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

Federal Engineering & Testing, Inc. appreciates the opportunity to be of service to you at this phase of your project. Please feel free to contact us if we may be of further service to you.

Sincerely,

Keith LeBlanc, P.E.
Federal Engineering & Testing, Inc.
Florida Reg. No. 593524
Certificate of Authorization
Appendices
## SPT Test Boring Report

**Client:** R.J. Behar & Company, Inc.  
**Project:** Oak Hill Culvert Replacement  
**Address:** East of 14211 SW 17th Street  
Davie, FL 33325  
**Date of Test:** November 8, 2018  
**Hole No.:** B-1  
**Location:** See Attached Drawing

<table>
<thead>
<tr>
<th>Depth (FT)</th>
<th>Soil Descriptions</th>
<th>Hammer Blows</th>
<th>&quot;N&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0&quot; - 6&quot; Topsoil &amp; Vegetation</td>
<td>6, 7</td>
<td>14</td>
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<tr>
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<td>6&quot; - 2' Brown Sand with Some Rock</td>
<td>7, 8</td>
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<td>3</td>
<td>2' - 3'6&quot; Brown Silty Sand</td>
<td>6, 11</td>
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<td>15, 13</td>
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<td>3'6&quot; - 8' Pale Brown Sand</td>
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</table>

**Water Level:** 30" Below Land Surface  

'A' = Auger
# SPT Test Boring Report

**Client:** R.J. Behar & Company, Inc.  
**Project:** Oak Hill Culvert Replacement  
**Address:** East of 14211 SW 17th Street, Davie, FL 33325  
**Date of Test:** November 8, 2018  
**Hole No.:** B-2  
**Location:** See Attached Drawing

<table>
<thead>
<tr>
<th>Depth (FT)</th>
<th>Soil Descriptions</th>
<th>Hammer Blows</th>
<th>&quot;N&quot;</th>
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<td>6&quot; - 2'6&quot; Brown Sand &amp; Rock</td>
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<td>15</td>
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<td></td>
<td>10</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2'6&quot; - 8' Pale Brown Sand</td>
<td>7</td>
<td>11</td>
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<tr>
<td></td>
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<td>8' - 20' Limerock</td>
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**Water Level:** 3'5" Below Land Surface  

A = Auger
# Soil Classifications

## Correlation of Penetration Resistance with Relative Density and Consistency

<table>
<thead>
<tr>
<th>Sands</th>
<th>Dynamic Cone Penetrometer Penetrometer Resistance</th>
<th>Standard Penetration Hammer Blows</th>
<th>Relative Density</th>
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<tbody>
<tr>
<td></td>
<td>0 - 10</td>
<td>0 - 4</td>
<td>Very Loose</td>
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<td></td>
<td>11 - 25</td>
<td>5 - 10</td>
<td>Loose</td>
</tr>
<tr>
<td></td>
<td>26 - 45</td>
<td>11 - 20</td>
<td>Firm</td>
</tr>
<tr>
<td></td>
<td>45 - 75</td>
<td>21 - 30</td>
<td>Very Firm</td>
</tr>
<tr>
<td></td>
<td>76 - 120</td>
<td>31 - 50</td>
<td>Dense</td>
</tr>
<tr>
<td></td>
<td>&gt; 120</td>
<td>&gt; 50</td>
<td>Very Dense</td>
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</table>

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 - 6</td>
<td>0 - 2</td>
<td>Very Soft</td>
</tr>
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<td></td>
<td>7 - 15</td>
<td>3 - 5</td>
<td>Soft</td>
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<td>16 - 30</td>
<td>6 - 10</td>
<td>Firm</td>
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<td>31 - 45</td>
<td>11 - 15</td>
<td>Stiff</td>
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<td></td>
<td>46 - 90</td>
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<td>Very Stiff</td>
</tr>
<tr>
<td></td>
<td>91 - 150</td>
<td>31 - 50</td>
<td>Hard</td>
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</table>

## Rock Hardness Description

- **Soft**: Rock core crumbles when handled
- **Medium**: Can break core with your hands
- **Moderately Hard**: Thin edges of rock core can be broken with fingers
- **Hard**: Thin edges of rock core cannot be broken with fingers
- **Very Hard**: Rock core rings when struck with a hammer

## Sand Quantity Modifiers

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<tr>
<th>Modifier</th>
<th>Quantity</th>
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<td>0 - 2 %</td>
</tr>
<tr>
<td>Slight Trace</td>
<td>2 - 5 %</td>
</tr>
<tr>
<td>Trace</td>
<td>5 - 10 %</td>
</tr>
<tr>
<td>Little Trace</td>
<td>10 - 15 %</td>
</tr>
<tr>
<td>Some</td>
<td>15 - 30 %</td>
</tr>
<tr>
<td>With</td>
<td>&gt; 30 %</td>
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## Particle Size

<table>
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<tr>
<th>Particle Type</th>
<th>Size</th>
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</thead>
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<td>Boulder</td>
<td>&gt; 12 in</td>
</tr>
<tr>
<td>Cobble</td>
<td>3 - 12 in</td>
</tr>
<tr>
<td>Gravel</td>
<td>4.76 mm - 3 in</td>
</tr>
<tr>
<td>Sand</td>
<td>0.074 mm - 4.76 mm</td>
</tr>
<tr>
<td>Silt</td>
<td>0.005 mm - 0.074 mm</td>
</tr>
<tr>
<td>Clay</td>
<td>&lt; 0.005 mm</td>
</tr>
</tbody>
</table>

## Silt - Clay Quantity Modifiers

- **Slightly Silty/Clayey**: 0 - 5 %
- **Silty/Clayey**: 5 - 30 %
- **Very Silty/Clayey**: 30 - 50 %
Drilling & Sampling Procedures

The soil borings were installed in accordance with Standard Penetration Tests procedures as set forth in ASTM D-1586. Representative samples were collected utilizing spilt-barrel techniques in accordance with the procedures set forth in "Penetration Tests and Spilt-Barrel Sampling of Soil in ASTM D-1586. The following field tests, measurements and laboratory analysis were performed/colllected during the installation of each soil boring.

Penetration Tests
During the sampling procedures, Standard Penetration Tests were performed at five (5) foot intervals to obtain the standard penetration value (N) of the subsurface soil. The standard penetration value (N) is identified as the number of blows of a 140-pound hammer falling thirty (30) inches, required to advance the spilt-barrel sampler one (1) foot into the subsurface soil. The sampler was lowered into the bottom of the previously cleaned drill hole and advanced by blows from the hammer. The number of blows was recorded for each of the three (3) successive increments of six (6) inches penetration. The "N" value is obtained by adding the second and third incremental numbers.

Water Level Measurements
Water Level depths were obtained during the test boring operations. In relatively pervious soils, such as sandy soils, the indicated depths are usually reliable groundwater levels. Seasonal variations, tidal conditions, temperature, land-use and recent rainfall conditions may influence the depths to groundwater levels.

Soil Properties / Classification
All samples collected were classified in accordance with the Unified Soil Classification System criteria to determined soil material properties and compared with published literature of the USDA Soil Conservation Survey.

Ground Surface Elevations
Ground surface elevations have not been provided for the proposed boring locations. Therefore, all references to depth of the various strata and materials encountered were from existing grade at the time of the drilling operations.
Limitations of Liability

Warranty

We warrant that the services performed by Federal Engineering and Testing, Inc. (F.E.T.) are conducted in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranties, expressed or implied, are made. While the services of F.E.T. are an integral and valuable part of the design and construction process, we do not warrant, guarantee, or insure the quality or completeness of services or satisfactory performance provided by other members of the construction process and/or the construction plans and specifications which we have not prepared, nor the ultimate performance of building site materials. As mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval. Reports are not intended for 3rd party use.

Subsurface Exploration

Subsurface exploration is normally accomplished by test borings. The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata and groundwater data. The log represents conditions specifically at the location and time the boring was made. The boundaries between different soil strata are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling. The transitions between soil stratum are often gradual. Water level readings are made at the time the boring was performed and can change with time, precipitation, canal levels, local well drawdown, and other factors. Regardless of the thoroughness of a Geotechnical exploration there is always a possibility that conditions may be different from those of the test locations; therefore F.E.T. does not guarantee any subsoil condition surrounding the bore test holes. For a more accurate portrayal of subsurface conditions, the site contractor should perform tests pits. If different conditions are encountered, F.E.T. shall be notified to review the findings and make any recommendations as needed.

Laboratory and Field Tests

Tests are performed in accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test report indicates the measurements and determinations actually made.

Ownership of Tests / Reports

All test results and/or reports prepared by F.E.T. pursuant to this agreement and/or Addendum(s) thereto, shall remain the property of F.E.T. until all monies due and owing to F.E.T. under this Agreement and/or Addendum(s) thereto, are paid in full.

Analysis and Recommendations

The Geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it is not intended to determine the cost of construction or to stand alone as construction specifications.

Analysis and Recommendations cont.

In accepting this report the client understands that all data from the soil boring is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. In accepting this report the client understands that all data from the soil boring is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. The site contractor must familiarize themselves with the job site conditions. Soil boring(s) on unmarked vacant property or existing structure(s) to be demolished is considered preliminary with further boring(s) to be performed after proposed building pad is staked out. Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations may exist between borings and may not become evident until construction. If variations are then noted, F.E.T. must be contacted so that field conditions can be examined and recommendations revised if necessary. The Geotechnical report states our understanding as to the location, dimensions, and structural features proposed on the site. Any significant changes in the nature, design, or location of the site improvements must be communicated to F.E.T. so that the Geotechnical analysis, conclusions, and recommendations can be appropriately adjusted.

Construction Observations

Construction observation and testing is an important element of Geotechnical services. The Geotechnical Engineer's Field Representative (Field Rep.) is the "owner's representative" observing the work of the contractor, performing tests, and reporting data from such tests and observations. The Geotechnical Engineer's Field Representative does not direct the contractor's construction means, methods, operations, or personnel. The Field Rep. does not interfere with the relationship between the owner and the contractor, and except as an observer, does not become a substitute owner on site. The Field Rep. is only collecting data for our Engineer to review. The Field Rep. is responsible for his/her safety only, but has no responsibility for the safety of other personnel and/or the general public at the site. If the Field Rep. does not feel that the site is offering a safe environment for him/her, the Field Rep. will stop his/her observation testing until he/she deems the site is safe. The Field Rep. is an important member of a team whose responsibility is to observe the test and work being done and report to the client whether that work is being carried out in general conformance with the plans and specifications.

Limitations of Report

Federal Engineering & Testing, Inc. shall have no liability, in contract, tort or otherwise, for any inaccuracy, defect, or omission in interpreting this report and shall not in any event have any liability for lost profits or any other indirect, special, incidental, consequential, exemplary or punitive damages. In the event of future conflict between owners and contractors the following applies: F.E.T.(s) legal and/or company representation and preparation for representation fees will be billed on an hourly rate, i.e. deposition, expert witness, etc. F.E.T. has no obligation to amend its conclusions or recommendations after the date of this report. Any alterations or changes in the location of the project should be brought to our attention at the earliest convenience for review and applicability of this report.
Partial List of Services

Geotechnical Engineering Services

- Soil / Aggregate Tests
- Soil Borings
- Density Compaction Tests
- Grain Size Analysis
- Moisture Contents
- Soil Classifications
- Limerock Bearing Ratios
- Florida Bearing Values
- Specific Gravity
- Carbonate Analysis
- Hydraulic Conductivity
- Organic Contents
- L.A. Abrasion

- FDOT Inspections
- QC Management
- Earthwork Inspections
- QC Concrete Inspections
- QC Asphalt Inspections

- Field Inspection Services
  - Fill & Quality Control Inspections
  - Demucking Inspections
  - Building Inspections
  - Pile Driving Inspections
  - Pile Load Tests
  - Steel Inspection
  - Threshold Inspection
  - Bolt Inspection
  - Weld Inspection
  - Vibration Monitoring

- Asphalt Services
  - Backscatter Density Tests
  - Extractions & Gradations
  - Marshall Limits
  - Bulk Specific Gravity
  - Cores for Thickness Determination
  - Asphalt Pavement Monitoring
  - Asphalt Assessment

- Concrete Tests
  - Concrete Strength Testing
  - Slump Tests
  - Windsor Probe Testing
  - Schmidt Hammer Testing
  - Core Testing
  - Air Content
  - Concrete Unit Weight
  - Flexural Strength Testing

Environmental Engineering Services

- Phase I Site Assessments
  - Site Inspections
  - Research of Property Records

- Phase II Site Assessments
  - Phase I Follow up on Contaminated Sites
  - Installation of Monitoring Wells
  - Soil Borings
  - Soil and Ground Water Analysis

Lead Base Paint Surveys
- Report and Analysis
- Air Monitoring

Roof Testing & Inspection Services

- TAS 105 Field Fastener Withdrawal Test
- TAS 106 Tile Uplift Test
- TAS 124 Bell Chamber / Bonded Pull Test
- TAS 126 Moisture Survey
- Windload Calculation
- Drainage Calculations
- Lightweight Concrete placement Inspection
- Roof Assessment / Evaluation
- Cap Sheet Inspection
- Fastener Spacing Inspection
- Tile/ Shingle/ Standing Seam Inspection
- Base Sheet Installation Inspection
- Insurance Mitigation
- Retrofit Mitigation/ Certification
- Roof Drainage Calculations
12" Minimum Radial Separation
From FPL to:

- Communications
- Sewer
- Water Line
- Storm
- Gas & Other Fuel Lines
- Building Foundations
- Steam Lines
- etc.

Note:
1. Separation shall not be less than 12" between FPL facilities and Steam Lines, Gas, and other Fuel Lines. Greater separation is preferred.
2. Separation shall not be less than 12" between FPL Feeder Cables and other structures. Greater separation is preferred.
3. FPL Facilities (other than Feeders) may be buried together with communications cables, and non-metallic water and sewer lines at the same depth with no deliberate separation provided that all parties involved are in agreement. However, 12" minimum or greater separation is preferred.
4. Greater separation may be required based on local permitting agencies and other utilities.
Dear Mr. Larrea:

This is to notify you of the Environmental Protection and Growth Management Department’s action concerning your application received March 19, 2019, for authorization to excavate an area in order to replace a culvert along the N-27 Canal at SW 17th Street in the Town of Davie, Florida. The application has been reviewed for an Environmental Resource License.

**Broward County - Environmental Resource License (ERL) Review – Granted**

The Department has reviewed the project for compliance with Aquatic and Wetland Resource Protection Ordinance Sec. 27-331 through 27-341 of the Broward County Code. Based on the information submitted, Environmental Resource License No. **DF19-1075** is hereby issued. The above named licensee is hereby authorized to perform the work per the approved drawings(s), plans, documents and specifications as submitted by the licensee, and made a part hereof. The above referenced approvals will remain in effect subject to the attached Broward County General Conditions, Broward County Specific Conditions, and stamped exhibits.

The issuance of this license is a **final agency determination**. A person with a substantial interest may file a petition to request review of, or to intervene in a review of, a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances (excerpt attached).

Sincerely,

**Linda Sunderland**

Linda Sunderland, NRS  
Natural Resources Section Manager

**April 9, 2019**  
Date

ENC:

1. Environmental Resource License
2. Sec. 27-14 Administrative Review Procedures (4 pages)
3. One copy of stamped drawings (8 pages)

cc:

1. Hans Murzi, RJ Behar & Company (via e-mail)
2. USACOE-PBG (via e-mail)
ENVIRONMENTAL RESOURCE LICENSE

LICENSEE: Town of Davie Public Works
c/o Osdel Larrea
6901 Orange Drive
Davie, Florida 33314

LICENSE NO: DF19-1075
PROJECT:
Municipal Project – Culvert Replacement

Description of Work: This project involves a canal improvement project for the replacement of a culvert with a new 60" pipe and the excavation of 33 cubic yards of fill. This license does not authorize impacts to any other natural resources.

Location of Work: This project is located at SW 17th Street and the N-27 Canal, Section 15, Township 50 South, Range 40 East, in the Town of Davie, Florida. Folio Number 504015160011 (adjacent property).

Construction shall be in accordance with submitted ERL Application Form received on 03/19/2019, and all additional information submitted; plans stamped by the Department on 04/09/2019 (attached); and with all General and Specific Conditions of this license.
GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by Environmental Protection and Growth Management Department (EPGMD) pursuant to Chapter 27 of the Broward County Code of Ordinances. EPGMD will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives or principals.

2. This license is valid only for the specific uses set forth in the license application, and any deviation from the approved uses may constitute grounds for revocation and enforcement action by EPGMD.

3. In the event the licensee is temporarily unable to comply with any of the conditions of the license, the licensee shall notify EPGMD within twelve (12) hours. Within five (5) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.

4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.

5. This license must be available for inspection on the licensee's premises during the entire life of the license.

6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to EPGMD, may be used by EPGMD as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by § 403.111, F.S.

7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, as amended.

8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted the transfer of license. The transferee shall also be liable for performance in accordance with the license.

9. The licensee, by acceptance of this license, specifically agrees to allow access to the licensed source at reasonable times by EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.

10. This license does not constitute a waiver or approval of any other license that may be required for other aspects of the total project.

11. If the licensee wishes to renew a license or extend its term, the licensee shall make application sixty (60) days prior to its expiration. Expired licenses are not renewable.

12. In addition to the general conditions set forth above, each license issued by EPGMD shall contain specific conditions determined by site conditions and requirements pursuant to the regulations as determined by the director of EPGMD. The licensee agrees that specific conditions are enforceable by EPGMD for any violation thereof.

13. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.
SPECIFIC CONDITIONS:

A. STANDARD CONDITIONS

1. **Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion.** Commencement notification should include such information as the intended start date, estimated duration of construction, and the name and contact information of the firm contracted to do the work. Failure to comply with this condition may result in enforcement action.

2. Any project caused environmental problem(s) shall be reported immediately to the Department’s Environmental Response Line at 954-519-1499.

3. All project generated solid waste and/or spoil material must be disposed of in a suitable approved in accordance with current regulations at an upland location (not including surface waters and wetlands).

4. Turbidity screens, silt fences, or equivalent shall be properly employed and maintained as necessary to effectively contain suspended sediments and runoff during construction activities. **Dredging, filling, excavation, seawall removal, seawall construction, and other projects which result in similar degrees of disturbance to wet sediments shall in all cases employ turbidity control measures designed to effectively enclose the entire work area.**

5. Turbidity levels shall be monitored and recorded if a visible turbidity plume is observed leaving the site during construction activities. If monitoring reveals that turbidity levels exceed 29 NTU’s above natural background 50 feet downstream of the point of discharge, project activities shall immediately cease, and work shall not resume until turbidity levels drop to within these limits [62-302.530(69) FAC].

B. CONSTRUCTION CONDITIONS

1. If the approved license drawings and/or license attachments/plans conflict with the specific conditions, then the specific conditions shall prevail.

2. **Demolition and construction related debris must be disposed of at an approved upland location and may not be left in the waterway.**

3. This license does not eliminate the necessity to obtain any required federal, state, local or special district authorizations prior to the start of any activity approved by this license.

C. DREDGING/ TURBIDITY CONDITIONS

1. All areas to be dredged shall be in accordance with the attached drawings and shall not exceed the areas, depths, and volumes indicated on those drawings. This permit/license does not authorize dredging outside of the area depicted.

2. Spoils shall be properly handled and disposed of in accordance with current regulations. Material generated from the excavation authorized by this license must be placed on a barge (or the upland portion of the site) and must be contained in such a manner as to prevent erosion into the adjacent surface waters. No discharge of water or dredged material to wetlands or other surface waters shall be allowed during the transport of the material.

3. If a visible turbidity plume is observed leaving the site at any time, the licensee shall:
   
   (a) **Immediately cease all work contributing to the water quality violation.** Operations may not resume until the Department gives authorization to do so.

   (b) **Notify the EPGMD immediately at (954) 519-1499, referencing the license number and project name.**

   (c) **Stabilize all exposed material contributing to the water quality violation.** Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and/or repair any non-functioning turbidity containment devices.
4. Single turbidity screens, booms, curtains, or equivalent shall be affixed, anchored, or weighted to the existing seawall (not attached to the barge) shall span from water’s surface to the substrate and shall be maintained as necessary during construction activities to minimize migration of turbidity into the adjacent waterway.

5. Connected turbidity curtain segments shall be overlapped and tied at the top and bottom so as to prevent turbidity from escaping through gaps between segments.

6. Turbidity curtains shall be deployed to effectively encapsulate the work area without impeding flow.

D. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.

Recommended for approval by:

Michelle Decker
License Processor

Issued this 9th day of April, 2019

Expiration Date: April 9th, 2024

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

Linda Sunderland
LINDA SUNDERLAND, NRS
NATURAL RESOURCES SECTION MANAGER
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
Sec. 27-14. Administrative review of EPGMD determinations.

(a) A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination made pursuant to this chapter concerning:

1. The requirement that a facility or activity obtain a license or environmental review approval.
2. Interpretations of license or environmental review approval conditions.
3. Interpretations of variance conditions.
4. The decision to suspend or revoke a license or environmental review approval.
5. The requirement of certain license conditions.
6. The issuance of a license or environmental review approval.
7. The denial of a license or environmental review approval.
8. The scope of a license or environmental review approval, geographic or otherwise.
9. The scope of a variance, geographic or otherwise.
10. The issuance of a stop work order.
11. Similar final administrative determinations.

This administrative review procedure shall be the only means of review available for the above final administrative determinations by either the petitioner or the intervenor (the parties).

(b) A person may not obtain review by this procedure of:

1. The issuance or adjudication of or other matters involving a notice of violation or a citation.
2. Internal policy decisions

(c) A person desiring a review of a staff determination made pursuant to this Chapter shall first bring the determination to the attention of the appropriate section supervisor to attempt to resolve the matter. If a resolution cannot be reached, then the decision shall be reviewed by successive supervisory levels until the issue is resolved or reaches the level of the director or his or her designee for the final determination.

(d) A person desiring administrative review of a final determination made by the director or the designee shall file a petition with the director for review by the hearing examiner. The petition shall be filed within ten (10) days from the rendition of the action taken or of the decision made by the director. An entity whose license or approval is being challenged shall be a party to the action.

(e) The review shall not be heard until the provisions of subsection (f) are met. Upon motion to the hearing examiner, an insufficient petition shall be dismissed with or without leave to refile. If a petition is determined to be insufficient by the hearing examiner and the petitioner has been given leave to refile by the hearing examiner, unless otherwise ordered by the hearing examiner, the petitioner must refile within ten (10) days of the rendition of the order of dismissal or the petition will be dismissed with prejudice.
(f) A sufficient petition for review or petition for intervention in the review shall, at a minimum, contain the following information:

1. The nature of the determination sought to be reviewed.
2. A short, plain statement of the facts which form the subject matter upon which the determination was made as asserted by all parties of record at the time that the petition is filed; a statement of the material facts in dispute, if any. If any party is unable to state the matters in sufficient detail at the time initial petition is filed, the petition may be limited to a statement of the issues involved; and thereafter, upon timely written motion, a more definite and detailed statement shall be furnished not less than seven (7) days prior to the date set for the hearing.
3. The specific determination for which the review is sought.
4. The specific legal grounds upon which the parties seek review of the determination.
5. A short statement of the petitioner's or the intervenor's substantial interest in the matter to be reviewed.
6. The specific section of this chapter on which the decision is based, if known, and the specific section that the parties allege should control the decision, if known.
7. A copy of the director's or the designee's written final determination.
8. A statement of the relief requested stating precisely the action that the petitioner wants EPGMD to take with respect to the final determination.

(g) All pleadings or other documents filed in the proceeding must be signed by a party, the party's attorney, or the party's qualified representative. The signature of a party, the party's attorney or a party's qualified representative constitutes a certificate that he or she has read the pleading or other document and that to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not brought for any improper purposes, such as to harass or to cause unnecessary delay or for frivolous purpose or needless increase in the cost of litigation. If a pleading or other document is signed in violation of these requirements, the hearing examiner, upon motion or his or her own initiative, shall dismiss the matter.

(h) A petitioner or intervenor may request an emergency hearing to stay all activities or work conducted pursuant to the challenged license or approval. Such petitioner or intervenor has the burden of proof to show by a preponderance of the evidence that the continued activities would cause substantial pollution or degradation to the environment. An emergency hearing shall be scheduled by EPGMD and be held within five (5) days of said request or as soon thereafter as possible subject to the availability of the hearing examiner. The petitioner or intervenor shall comply with the notice provisions of section 27-14(j)(2)a. and c. and section 27-14(j)(3) and (4) of this chapter.

(i) The petition for review will not stay environmental protection activities required for the remediation or mitigation of a site or facility, the protection of the environment or the health, safety and welfare of the citizens of Broward County, or the prevention of further environmental degradation. The person responsible for these activities must take all necessary steps to prevent environmental degradation and must conduct the remediation or mitigation activities required by this chapter. The director may allow these activities to be delayed until after the hearing examiner's decision by certifying to
the hearing examiner that, by reason of facts stated in the certificate, a delay in the initiation or completion of these activities would not cause substantial environmental degradation or peril to life or property. The delay for conducting these activities may be subject to appropriate terms to ensure protection of the environment. The person responsible for these activities shall be responsible for any environmental damage or any violation of this chapter caused by the delay.

(j) Notice and Scheduling Requirements:

(1) The hearing on the review shall be scheduled within a reasonable time. It shall be the responsibility of the petitioner to request through EPGMD that the hearing date be scheduled. It shall also be the responsibility of the petitioner to give notice in accordance with this section at least ten (10) days prior to the hearing.

(2) The petitioner shall give notice of the hearing by:
   
   a. Giving personal notice to all proper parties; and
   
   b. Publishing notice on two (2) days in a newspaper of general circulation in the county; and
   
   c. Posting notice at a location determined by the Broward County Administrator's Office.

(3) The petitioner shall bear the cost of giving notice.

(4) The notice shall contain, at a minimum:
   
   a. A description and location of the facility or the activity to be conducted by the petitioner; and
   
   b. The time and place of the hearing.

(k) The petitioner shall bear the cost of accurately and completely preserving all testimony and providing full or partial transcripts to all parties.

(l) The hearing shall be a quasi-judicial hearing.

(1) The applicant/petitioner requesting the administrative review, any intervenor/petitioner and EPGMD shall have an opportunity to respond to and to present witnesses, other evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, and to be represented by counsel. Members of the general public who are not intervenors as set forth in Section 27-14 of this chapter are not parties to the proceeding.

(2) When appropriate, the general public may be given an opportunity to present oral or written communications. If the hearing examiner proposes to consider such material, then all parties shall be given an opportunity to cross-examine, challenge or rebut it.

(m) Denial, protest of, revocation, or suspension of a license, environmental review approval, or any other approval:

(1) In regard to denial or protest of approval of a license and any other review of an administrative decision, notwithstanding (2) below, the petitioner shall have the burden of showing, by a preponderance of the evidence, that the determination of the director was an arbitrary and/or capricious abuse of discretion, not supported by competent, substantial evidence or not in conformance with the
essential requirements of this chapter. The hearing examiner shall not substitute his or her judgment for that of EPGMD on an issue of discretion even though the hearing examiner may have reached a different conclusion based on the same facts.

(2) In an action to revoke or suspend a valid license or approval, the burden shall be upon EPGMD to prove, by a preponderance of the evidence in an administrative hearing, the grounds for revocation or suspension. The license holder or approval recipient shall be provided notice of the hearing and a copy of the petition stating the grounds for revocation or suspension as provided in section 27-63 of this chapter. The petition shall state with specificity the acts complained of in order to allow the license holder or approval recipient an opportunity to prepare a defense. The hearing shall be conducted in accordance with the provisions of Section 27-37 of this chapter.

(n) Findings of fact shall be based exclusively on the evidence of record and on matters officially recognized.

(o) If the hearing examiner finds that the director or his or her designee has erroneously interpreted a provision and that a correct interpretation compels a particular action, he or she shall remand the case to the director or his or her designee for further action under a correct interpretation of the provision.

(p) The hearing examiner shall complete and submit to the director and all parties a final order consisting of his or her findings of fact and conclusions of law.

(q) A party to the hearing may obtain appellate review of the final order as provided by section 27-42 of this chapter.

(r) A petitioner or intervenor shall pay a filing fee at the time the application for review is filed. The amount of the filing fee shall be set by resolution of the Board.

(Ord. No. 2003-34, § 1, 9-23-03; Ord. No. 2005-08, § 2.03, 4-26-05)
LEGEN:\n- MILL & RESURFACE 1"\n- CONCRETE REMOVAL\n- EXISTING ELEVATIONS\n  C.B.W.C.D. CENTRAL BROWARD WATER CONTROL DISTRICT\n- FENCE\n- OVERHEAD POWER LINES\n
NOTES:\n1. CONTRACTOR TO COORDINATE WITH HOMEOWNERS TO RETURN THE GATE OPENER MOTOR, JUNCTION BOX, GATE ANTENNA AND GATES.\n2. CONTRACTOR TO REMOVE ALL IRRIGATION WITHIN THE PROJECT AREA AND RE-INSTALL IT AGAIN AFTER CONSTRUCTION.\n3. CONTRACTOR SHALL COORDINATE WITH THE HOMEOWNERS THE LOCATION OF THE STAGING AREA.
Regulatory Division  
Palm Beach Gardens Section  
SAJ-2019-01082(NWP-PWB)  

Town of Davie Public Works  
Attention: Osdel Larrea, Director  
6901 Orange Drive  
Davie, Florida 33314  

Dear Mr. Larrea:  

Your application for a Department of the Army permit received on March 20, 2019, has been assigned number SAJ-2019-01082(NWP-PWB). A review of the information and drawings provided shows the project would require replacing an existing collapsed corrugated metal culvert (37-Feet by 60-inch) with a new (38 linear feet by 60-inch) R.C.P. culvert with 60-inch sand-cement end-walls and guardrail in the Central Broward Water Control District (CBWCD) N-27 Canal. The canal will be excavated (dredged) 50-feet upstream and downstream approximately 1.5 feet to (-) 3.50-feet NAVD. The project is located in the waters of the United States within the N-27 Canal adjacent to SW 142 Avenue and SW 17th Street, in Section 30, Township 41 South Range 43 East, Davie, Broward County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 7. In addition, project specific conditions have been enclosed. This verification is valid until March 18, 2022. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 82, dated January 6, 2017, specifically pages 1983 to 2008, and the table of Regional Conditions. The Internet page address is:


Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on “Source Book”; and, then click on “Nationwide Permits.” These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 7. Enclosed is a list of the six
General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following project-specific conditions are included with this authorization:

1. **Reporting Address:** All reports, documentation and correspondence required by the conditions of this permit shall be emailed to SAJ-RD-Enforcement@usace.army.mil or submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 4400 PGA Boulevard, Suite 500, Palm Beach Gardens, FL 33410. The Permittee shall reference this permit number, SAJ-2019-01082(NWP-PWB), on all submittals.

2. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

3. **Eastern Indigo Snake Protection Measures:** Permittee shall comply with U.S. Fish and Wildlife Service’s “Standard Protection Measures for the Eastern Indigo Snake” dated August 1, 2017, as provided in Attachment B of this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at http://myfwc.com/gophertortoise. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

4. **Cultural Resources/Historic Properties:**
a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

5. **Self-Certification Statement of Compliance:** Within 60 days of completion of the work authorized, the enclosed "Self-Certification Statement of Compliance" (Attachment C) must be completed and submitted to the U.S. Army Corps of Engineers. Email the completed form to: saj-rd-enforcement@usace.army.mil
This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), Florida Statutes or 373.406, Florida Statutes, or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, Florida Statutes, by the Department of Environmental Protection, a water management district under section 373.069, Florida Statutes, or a local government with delegated authority under section 373.441, Florida Statutes, and receive Water Quality Certification and applicable Coastal Zone Consistency Concurrence or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, Florida Statutes, and, as applicable, Chapter 258, Florida Statutes. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not include conditions that would prevent the ‘take’ of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact Paula Bratschi by telephone at 561-472-3532.

Thank you for your cooperation with our permit program. The Corps’ Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our
environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

Paula Bratschi
Project Manager

Enclosures
Attachment A: Drawings
Attachment B: Eastern Indigo Snake Protection Measures
Attachment C: Self-Certification Statement of Compliance

Copies Furnished:
Hans Murzi hmurzi@rjbehar.com
CESAJ-RD-PE
1. The time limit for completing the work authorized ends on the dates identified in the letter.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.
When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.
TOWN OF DAVIE
BROWARD COUNTY, FL

PREPARED BY:
R.J. Behar & Company, Inc.
Engineers - Planners
9881 S.W. 166th Avenue, Suite 300
Pembroke Pines, Florida - 33072
(954) 590-0771 • Fax: (954) 590-7761
CERTIFICATE OF AUTHORIZATION NO. 00018365

OAK HILL CULVERT
REPLACEMENT PROJECT

PROJECT LOCATION MAP

TOWN OFFICIALS

MAYOR: JUDY PAUL
VICE MAYOR: CARYL HATTAN
COUNCILMEMBER DISTRICT 1: BRYAN CALETKA
COUNCILMEMBER DISTRICT 2: SUSAN STARKEY
COUNCILMEMBER DISTRICT 3: MARLON LUIS
COUNCILMEMBER DISTRICT 4: RICHARD J. LEWACK
TOWN ENGINEER: JONATHAN VOGT
TOWN PROJECT MANAGER: GISEL FERNANDEZ-LARRYA

NOTE: ALL ELEVATIONS SHOWN ARE IN NAVD88
R.J. BEHAR PROJ. NO.: 18089
PERMIT MARCH, 2019
NOT FOR CONSTRUCTION
NOTES:
1.  2.4 NAVD NORMAL WATER LEVEL
2.  ALL ELEVATIONS IN NAVD88
The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least 30 days prior to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see Poster Information section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see Pre-Construction Activities and During Construction Activities sections below).

**POSTER INFORMATION**

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

**DESCRIPTION:** The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

**SIMILAR SNAKES:** The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

**LIFE HISTORY:** The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands.
and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

**PROTECTION UNDER FEDERAL AND STATE LAW:** The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

**IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, and the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

**IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, and the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

**Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:**

- North Florida Field Office – (904) 731-3336
- Panama City Field Office – (850) 769-0552
- South Florida Field Office – (772) 562-3909
**PRE-CONSTRUCTION ACTIVITIES**

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.

2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5” x 11” paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.

3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

**DURING CONSTRUCTION ACTIVITIES**

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicant’s designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

**POST CONSTRUCTION ACTIVITIES**

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.
ATTENTION:
THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, and the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, and the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

August 12, 2013
IF YOU SEE A **LIVE EASTERN INDIGO SNAKE** ON THE SITE:

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- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, and the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A **DEAD EASTERN INDIGO SNAKE** ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, and the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

**USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:**

**North Florida ES Office** – (904) 731-3336  
**Panama City ES Office** – (850) 769-0552  
**South Florida ES Office** – (772) 562-3909

**DESCRIPTION:** The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

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Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

LEGAL STATUS: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

August 12, 2013
SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Application Number: SAJ-2019-01082(NWP-PWB)

Permittee’s Name & Address (please print or type):

____________________________________________________________________________

____________________________________________________________________________

Telephone Number: ____________________________________________________________

Location of the Work: ___________________________________________________________

____________________________________________________________________________

Date Work Started: ____________________ Date Work Completed: ____________________

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION:  YES ______ NO ______

TO SCHEDULE AN INSPECTION PLEASE CONTACT _______________________________
AT __________________________

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks,
dredging, etc.):________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Acreage or Square Feet of Impacts to Waters of the United States: __________________

Describe Mitigation completed (if applicable): ______________________________________

____________________________________________________________________________

____________________________________________________________________________

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

____________________________________________________________________________

____________________________________________________________________________

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations
and conditions as described in the permit. Any deviations as described above are depicted on
the attached drawing(s).

______________________________
Signature of Permittee

______________________________
Date
ADDENDUM TO ITB DOCUMENTS

SOLICITATION ITB No. RM-20-22 Oakhill Culvert Replacement

ADDENDUM No. 1 BID OPENING DATE 01/30/2020 TODAY'S DATE 1/3/2020

2:00 PM ON

To All Bidders:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: Will you please provide the engineers estimate for the above-mentioned project?

A.1: There are no engineer's estimate for this project. However, the budget is $200,000.

Reviewed by:

[Signature]

Purchasing Manager
Purchasing Division
ADDENDUM TO ITB DOCUMENTS

SOLICITATION  ITB No. RM-20-22 Oakhill Culvert Replacement

ADDENDUM No.  2  BID OPENING DATE  01/30/2020  TODAY’S DATE  1/13/2020

To All Bidders:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFIs (2 of 2): Questions & Answers (Answers provided by consulting engineer)

Q.1:  Please advise if the required end treatments can be identified (advise Begin / End STA for Each Anchor) and can they be added as a pay item?

A.1:  The end treatment can be the CRT per FDOT 536-001 (page 11 of 24) or another treatment from the FDOT APL for TL-2 conditions. The begin and end stations of the proposed guardrails are indicated on the plans. All items related to guardrail shall be included under the guardrail pay item. See summary of quantity notes on plan sheet GEN-1.

Q.2:  Please advise if special post will be required above the box culverts?

A.2:  The contractor shall layout the guardrail, including the selected end treatments within the distance indicated in the drawings. If special posts are required at each side of the proposed culvert, they shall be per FDOT standard 536-001 (page 23 of 24) for shallow mounts. Contractor to provide layout with shop drawings for approval by the Engineer per general notes on sheet GEN-1.

All cost associated with guardrails shall be included in the guardrail pay item.

Reviewed by:

______________________________
Purchasing Manager
Purchasing Division

Acknowledged by:

______________________________
Contractor

______________________________
Authorized Representative (Printed)

______________________________
Title

______________________________
Signature

______________________________
Date
ADDENDUM TO ITB DOCUMENTS

SOLICITATION ITB No. RM-20-22 Oakhill Culvert Replacement

ADDENDUM No. 3 BID OPENING DATE 01/30/2020 TODAY'S DATE 1/17/2020

2:00 PM ON

To All Bidders:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFIs (5 of 5): Questions & Answers

(Answers in red provided by consulting engineer)

Q.1: Please clarify technical specifications page 2 Section 5 under work proposed; it lists several items including driveway restoration and curb & gutter, however the pay items, plans nor the details do not identify these 3 items. In addition the item sod is also not shown in the plans nor details. Where does the sod go and what kind of sod is it?

A.1: The driveways were not affected by the proposed design and curb and gutter was not necessary. The sod is shown on sheet PGD-1, see “Proposed sod” on the legend on the top left-hand side of sheet PGD-1. In addition, as stated on general note No. 10 on sheet GEN-1, “All grass areas affected by the construction shall be re-sodded matching existing sod type”.

The areas marked in the plan will be paid under the sodding pay item. Other areas damaged by contractor's operations will not be paid.

Q.2: In section 1.04 Testing vaguely lists that testing is to be done by the Town, however words such as “may” and “for certain work” are very ambiguous, please define the testing responsibility and details on what the Town will pay for.

A.2: Per Section 105 of the Specifications the Contractor shall submit a Quality Control Plan for approval. All testing is the responsibility and shall be paid by the Contractor. The Town may hire a testing company for verification. Those costs will be paid by the Town, unless they fail. Please refer to Section 105 of the specifications.

Q.3: There is presently an old tree on the SE corner of the bridge near Boring #1 which will be in the way of construction requiring it’s removal. Please advise.

A.3: The tree should be removed. This work is part of the Clearing and Grubbing pay item. Per the “Pre-construction Responsibilities” notes on sheet GEN-1, “the contractor shall be responsible for obtaining all required dewatering permits and tree removal/relocation permits”. Also, under “demolition Permitting” on sheet GEN-1 states that “Any trees for removal found to be greater than
or equal to three inches in diameter at breast height will require a permit with the Broward County Environmental Protection and Growth Management Department (BCEPGMD)".

Q.4: Plan Sheet PGD-1 calls for sand-cement endwalls and are called out to be “straight” contrary to the DOT detail on plan sheet DET-1 where the detail calls for 8:1 Batter. It appears that straight endwalls with re-enforcing pins only on the top 3 bags, may not suffice to hold earth embankment back. Please clarify.

A.4: The FDOT detail provided for the “Straight Sand-Cement Endwalls” on DET-1 is correct and it is intended for this height of embankment. Straight Sand-Cement is the name given to the endwall. Prior to construction, the Contractor shall submit shop drawings for the Endwall for review and approval by the Engineer.

Q.5: Plan sheet DET-1 bottom left has a typical detail for roadway. It indicates:

a. 4’ sidewalk on the left side of the road. This is not identified nor shown on the PGD-1. Please clarify

b. The detail also show only 24 ft of roadway and 6ft swales. Plan sheet PGD-1 in the bottom profile calls for full pavement from endwall to endwall thereby differing from the roadway detail on DET-1. Please advise what this DET-1 roadway detail applies to.

A.5

a. The detail shown on DET-1 is the Town of Davie “Typical Rural Roadway Cross Section”, ignore the swale and sidewalk. The pavement requirements of the detail apply.

b. As mentioned on the response 5a above, this typical detail was provided just for the roadway reconstruction (subgrade, lime rock base, and asphalt). The project specific “Typical Section” is shown on sheet PGD-1.
ADDENDUM TO ITB DOCUMENTS

SOLICITATION  ITB No. RM-20-22 Oakhill Culvert Replacement

ADDENDUM No.  4          BID OPENING DATE  01/30/2020  TODAY'S DATE  1/28/2020

To All Bidders:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: Our bonding company has raised a concern with the current language in the ITB Docs regarding:

section 1.61 Guarantee, listed below:

1. The surety noted the City of Davie project is not a design build project, yet it appears the City of Davie is trying to shift the burden or costs for “technically deficient designs” to THE CONTRACOR. This matter should be between the City & the engineer they hired to prepared their designs.

1.61 GUARANTEE
The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

A.1: This is our standard boilerplate language and does not apply to this construction project.

Reviewed by:

[Signature]

Purchasing Manager
Purchasing Division
SECTION 3.0  BID FORM

Base Bid Items

Item No.1
Mobilization
$10,000.00 Lump Sum

Item No.2
Maintenance of Traffic
$5,000.00 Lump Sum

Item No.3
Clearing and Grubbing
$2,000.00 Lump Sum

Item No.4
Removal of Existing Structures
$15,000.00 Lump Sum

Item No.5
Floating Turbidity Barrier
$4,000.00 Lump Sum

Item No.6
Regular Excavation
$2,000.00 Lump Sum

Item No.7
Channel Excavation
$3,000.00 Lump Sum

Item No.8
Milling of Existing Asphalt Pavement
$1,500.00 Lump Sum

Item No.9
Embarkment (Compacted In Place)
$3,000.00 Lump Sum

Item No.10
Type B Stabilization, Lbr 40
$3,000.00 Lump Sum

Item No.11
Optional Base, Base Group 7
$10,000.00 Lump Sum

33
Item No.12
Misc. Asphalt  $1,000.00 Lump Sum

Item No.13
Asphalt Type S-1  $8,000.00 Lump Sum

Item No.14
Straight Sand-Cement Endwalls  $10,000.00 Lump Sum

Item No.15
60" Pipe R.C.P.  $24,000.00 Lump Sum

Item No.16
Guardrail  $18,000.00 Lump Sum

Item No.17
Sodding  $1,500.00 Lump Sum

Item No.18
Traffic Paint (Yellow)  $4,000.00 Lump Sum

Item No.19
Traffic Paint (White)  $1,000.00 Lump Sum

Item No.20
Mailbox Relocation  $500.00 Lump Sum

Item No.21
Erosion Controls  $1,500.00 Lump Sum

Item No.22
Irrigation System Restablishment:  $1,070.00 Lump Sum

Item No.23
Contingency 5% (Only as approved by the Town) (5%)  $6,150.00 Lump Sum

TOTAL BASE BID (Total of Items 01 - 23)  $129,150.00 Lump Sum
Bid Form-Continued

TOTAL BASE BID WRITTEN IN WORDS (Total of Items 01 - 23)

ONE HUNDRED TWENTY NINE ONE HUNDRED AND FIFTY AND NO/2

<table>
<thead>
<tr>
<th>Authorized Signature:</th>
<th>John</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>John James Denis</td>
</tr>
<tr>
<td>Title:</td>
<td>President</td>
</tr>
<tr>
<td>Company Name:</td>
<td>IMECO, INC.</td>
</tr>
<tr>
<td>EIN#:</td>
<td>80-0744016 (attach W9)</td>
</tr>
<tr>
<td>Company Address:</td>
<td>20030 E. OAKMONT DRIVE Hialeah, FL 33015</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>John James Denis</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>786-715-5810</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:FDAGI@AOL.COM">FDAGI@AOL.COM</a></td>
</tr>
<tr>
<td>Secondary Contact Person:</td>
<td>Faustin Denis</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>786-715-5810</td>
</tr>
</tbody>
</table>

Seller agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO
Town of Davie

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

Imeco, Inc. .......................................................... (the "Principal"), and

United States Fire Insurance Company .......................................................... (the "Surety").
a corporation authorized to do business as a surety in the State of Florida, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents in the full and just sum of Five Percent of Amount Bid ..................... Dollars ($ 5% ......... ) good and lawful money of the United States of America, to be paid upon demand of the Town of Davie, Florida.

WHEREAS, the Principal is about to submit, or has submitted to the Town of Davie, Florida, a bid in response to an Invitation to Bid issued by the Town; and

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified bidder’s check otherwise required to accompany its Bid.

NOW THEREFORE, the conditions of this obligation are such that if the Bid is accepted by the Town, the Principal shall within ten (10) calendar days after receipt of a contract, execute said contract and upon the terms, conditions and price set forth in the Invitation to Bid and Bid, in the form and manner required by the Town of Davie, Florida, and execute a sufficient and satisfactory Public Construction Bond payable to the Town of Davie, Florida, in an amount of one hundred percent (100%) of the total contract price, as indicated in the Bid, in form and with security satisfactory to the said Town, then this obligation is to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the Town upon demand the amount hereof, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these present to be duly signed and sealed this 30th day of January, 2020.

Bidder as PRINCIPAL:

Company: Imeco, Inc.
Signature: 
Name: 
Address: 20030 East Oakmont Drive, Hialeah, FL 33015

SURETY:

Company: United States Fire Insurance Company
Signature: 
Print Name: Charles J. Nielson
Title: Attorney-in-fact
Address: 305 Madison Avenue, Morristown, NJ 07962

* Oakhill Culvert Replacement
POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY
09927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jan A. Nipper, David Russel Hoover, Joseph Penchietti Nelson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars ($7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements,

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements, shall be effective in connection with the business of the Corporation so far as such business shall be transacted in Pennsylvania, except that the signature of any such officer authorized by the Corporation to execute a facsimile signature or to sign such instruments otherwise produced, shall be effective only for purposes of execution of instruments otherwise produced, and shall not be effective as a facsimile signature or otherwise produced, and shall not be effective as a facsimile signature or otherwise produced, and shall not be effective as a facsimile signature or otherwise produced.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slomowicz, Executive Vice President

State of Pennsylvania  )
County of Philadelphia  )

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania—Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

1, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

30th January 2020

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President
SECTION 4.0 REQUIRED FORMS

PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>John J. Denis 3346 SW 183rd Way Miramar</td>
</tr>
<tr>
<td>Vice-President</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td>John J. Denis</td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
</tr>
<tr>
<td>Registered Agent</td>
<td>Ed Tayanes 990 Biscayne Blvd #93 Miami</td>
</tr>
</tbody>
</table>

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

N/A

Post Office Address

<table>
<thead>
<tr>
<th>PROPOSER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMECO, INC. 20030 E. Oakmont Drive, Hialeah, FL 33015</td>
</tr>
</tbody>
</table>

(CORPORATE NAME)

PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

John @dale.com

Is this corporation incorporated in the State of Florida?

ATTEST: 

SECRETARY

YES ☑ NO [ ]

If no, give address of principal place of business:

__________________________________________
PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

PROPOSER

__________________________________________________________
(FIRM NAME)

Witnesses:

__________________________________________________________
(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

__________________________________________________________

TELEPHONE

CITY in which fictitious name is registered.

__________________________________________________________

Attach a copy of proof of registration
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:
LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID.

Addendum #1, Dated 01-03-20
Addendum #2, Dated 01-13-20
Addendum #3, Dated 01-17-20
Addendum #4, Dated 01-28-20
Addendum #5, Dated ______________________
Addendum #6, Dated ______________________
Addendum #7, Dated ______________________
Addendum #8, Dated ______________________

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID.

FIRM NAME: IMELO, INC.

AUTHORIZED SIGNATURE: ______________________ DATE: 01-30-20

TITLE OF OFFICER: PRESIDENT
**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE**
(Dave Code of Ordinances Sec. 2-329)

**Complete the boxes below as applicable:**

1. ___ My Business is located within the Town of Davie.

<table>
<thead>
<tr>
<th>Legal Name of Firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Taxpayer ID No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Physical Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHALL NOT BE A P.O. BOX OR RESIDENCE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Has the business name changed since it was opened in Davie? Yes ___ No ___

If yes, provide the previous business name:

Date your business was established in Town of Davie:

<table>
<thead>
<tr>
<th>Business License Number:</th>
<th>Date issued:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The business employs _______ (insert a number) full time employees.

2. ___ My Business is located within Broward County.

<table>
<thead>
<tr>
<th>Legal Name of Firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Taxpayer ID No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Physical Address:</th>
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<tbody>
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</tr>
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<table>
<thead>
<tr>
<th>Email Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Has the business name changed since it was opened in Broward County? Yes ___ No ___

If yes, provide the previous business name:

Date your business was established in Broward County:

<table>
<thead>
<tr>
<th>Business License Number:</th>
<th>Date issued:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The business employs _______ (insert a number) full time employees.

___ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: ___________________________ Print Name: ___________________________
VENDOR INFORMATION

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)

IMECO INC

Mailing Address:
20030 E OAKMONT DRIVE HIALEAH, FL 33015

Remit to Address
(If Different from Mailing Address):

Contact Name:
FAUSTIN DENIS

Telephone: 786-715-5040
Federal Tax ID Number: 80-0744096

Fax Number:

Email Address: FJAGI@aol.com

Facsimile:

Business Website (If Applicable):
Have you been awarded any government contracts recently or in the past? If yes, please list the contract #’s, the agency, the service provided, and if it is still active.

YES E4552 FDOT EMERGENCY DRAINAGE REPAIRS - CLOSED
EGK49 FDOT BISCAYNE BLVD REPAIRS & SIGNALIZATION - CLOSED
EGJ41 FDOT PALM AVE SIDEWALK & SIGNALIZATION - CLOSED

PRODUCTS & SERVICES
In the space provided below please indicate any product or services that your firm provides:

GENERAL CONTRACTOR UNDERGROUND CONTRACTOR

WATER, SEWER, DRAINAGE, ROADWAY, SIDEWALK, RAMPS

BUILDING RENOVATION
OWNER DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

<table>
<thead>
<tr>
<th>Full Legal Name</th>
<th>Address</th>
<th>Ownership %</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN JAMES DENIS</td>
<td>3346 SW 173 WAY, MIRAMAR</td>
<td>100</td>
</tr>
</tbody>
</table>

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

<table>
<thead>
<tr>
<th>Full Legal Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>
What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.
Please indicate below if there is a Conflict Of Interest. (Please select one option)

☐ YES  ☒ NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below:

Name: __________________________  Relationship: __________________________

________________________________________

Firm/Business Name

________________________________________

Name & Title, Typed or Printed

Authorized Signature __________________________  Date 01-30-20
CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

Name of Firm: IMECO, INC.

1) Name of Client Entity: FDOT
   Address: 3400 W COMMERCIAL BOULEVARD
   City/State/Zip: FORT LAUDERDALE, FL 33309
   Contact: CHRISTOPHER CHANEL
   Title: PROJECT MANAGER
   Email Address: CHRISTOPHER.CHANEL@DOT.STATE.FL.US
   Telephone: 954-776-4300
   Scope of Work: DRAINAGE REPAIRS, ROADWAY, SIDEWALK
   Description of Services Provided: EMERGENCY DRAINAGE REPAIRS THROUGHOUT BROWARD COUNTY

2) Name of Client Entity: ARC ELECTRIC
   Address: 3328 SW 46 AVENUE, DAVIE, FL 33314
   City/State/Zip: DAVIE, FL 33314
   Contact: OMAR McFAULNE
   Title: PRESIDENT
   Email Address: OMCFARLANE@ARCELECTRICFL.COM
   Telephone: 954-583-9800
   Scope of Work: ROADWAY, SIDEWALK, CURB, CURB CUTTER
   Description of Services Provided: __________________________________________________________

3) Name of Client Entity: FDOT
   Address: 1000 NW 311 AVE.
   City/State/Zip: MIAMI, FL 33142
   Contact: GEORGE HOFFMAN
   Title: PROJECT MANAGER
   Email Address: GEORGE.HOFFMAN@DOT.STATE.FL.US
   Telephone: 305-962-4928
   Scope of Work: SIDEWALK, SIGNALIZATION & ROADWAY WIDENING
   Description of Services Provided: SIDEWALK, SIGNALIZATION
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the TOWN OF DAVIE, FLORIDA

   By:                                  
   JOHN JAMES DENIS PRESIDENT

   (print individual's name and title)

   For: ________________________________
   IMELO, INC.

   (print name of entity submitting sworn statement)

   whose business address is: 20030 E. OAKMONT DR., Hialeah, FL 33016 and (if applicable) its
   Federal Employer Identification Number (FEIN) is: 80-0744096

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means
   a violation of any state or federal law by a person with respect to and directly related to the transaction
   of business with any public entity or with an agency or political subdivision of any other state or of the
   United States, including but not limited to, any bid or contract for goods or services to be provided to
   any public entity or an agency or political subdivision of any other state or of the United States and
   involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
   misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means
   a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt,
   in any federal or state trial court of record relating to charges brought by indictment or information after
   July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendsere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and
      who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors,
      executives, partners, shareholders, employees, members, and agents who are active in
      the management of an affiliate. The ownership by one person of shares constituting a controlling
      interest in another person, or a pooling of equipment or income among persons when not for fair
      market value under an arm's length agreement, shall be a prima facie case that one person controls
      another person. A person who knowingly enters into a joint venture with a person who has been
      convicted of a public entity crime in Florida during the preceding 36 months shall be considered an
      affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any
   natural person or entity organized under the laws of any state or of the United States with legal power
   to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods
   or services let by a public entity, or which otherwise transacts or applies to transact business with a
   public entity. The term "person" includes those officers, directors, executives, and partners.
   Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies below).

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

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

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

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

Signature

Sworn to and subscribed before me this 30th day January __________, 20__

[Signature]

OR ______________________________ Name of Notary LIANA M. SILVA

Produced identification ___________________________ Notary Public – State of FLORIDA

LIANA M. SILVA
MY COMMISSION # GG 356185
EXPIRES: November 17, 2023
Bonded Texas Notary Public Underwriters
STATE OF FLORIDA

COUNTY OF

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and __________________________ or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: __________________________

Title: __________________________

Sworn and subscribed before this

30 day of JANUARY, 2020

LIANA M. SILVA
Notary Public, State of Florida

LIANA M. SILVA
(Printed Name)

My commission expires: NOVEMBER 17, 2023
SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - “No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.”... The term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

[Signatures]

SIGNATURE  PRINTED NAME

IMCO, INC  PRESIDENT

NAME OF COMPANY  TITLE
INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

_________________________  ____________________________
SIGNATURE                  PRINTED NAME

01-30-20
DATE

_________________________  ____________________________
PRESIDENT                  TITLE

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_________________________
JOHN JAMES DEVIS

[Name of individual signing]

who, after first being sworn by me, affixed his/her signature in the space provided above on this 30th day of January, 2020

_________________________
Liana M. Silva

NOTARY PUBLIC
NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF

John James Denis, being first duly sworn, deposes and says that:

a) He/she is the ___________________________ (Owner, Partner, Officer, Representative or Agent) of ___________________________ the Proposer that has submitted the attached Proposal;

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

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) 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 proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any 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;

e) 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:

Witness

Witness

By: John James Denis

(Printed Name)

President

(Title)
ACKNOWLEDGMENT

STATE OF FLORIDA } SS:
}
COUNTY OF }

BEFORE ME, the undersigned authority personally appeared ___________________________ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ___________________________ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30th day of January, 2020.

My Commission Expires: November 17, 2023

Notary Public State of Florida at Large
DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

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

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

__________________________  ______________________________
VENDOR'S SIGNATURE        PRINTED NAME

IMECO, INC.

NAME OF COMPANY
E-VERIFY FORM

Bid No: ITB# RM-2022

Project Description: OAKHILL CULVERT REPLACEMENT

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: IMECO, INC.

Authorized Signature: ____________________________

Print Name: JOHN JAMES DENIS

Title: PRESIDENT

Date: 04-30-2020
EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, [Signature] [Name], Company [Company Name],

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie reserves the right to request copies of the criminal background checks and drug test results of the awarded firm(s).

Proposer's Signature

[Signature]
REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Proposing Firm: IMECO, INC. Today's Date: 01-30-2020
Primary Contact Person Re: this Bid: JOHN JAMES DENIS
Primary Contact Person Email Address: FDACIOAOL.COM
Primary Contact Person Phone Number: 786-715-5820

1. How many years has your firm been in business under its present business name?: 
   8

2. Under what other former name(s) has your firm operated?: N/A

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: ____________________________

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes
   If yes, please explain: ____________________________________________

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes
   If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: ____________________________
6. State the name and title of the individual who will have personal management of the work:

John James Denz, President, Austin Denz PE, Project Manager

7. State the name and address of attorney, if any, for the firm: Edward Tapanes

900 Biscayne Boulevard Suite 902, Miami, FL 33132

8. List all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this ITB.

N/A

9. List all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

N/A

10. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer’s business and indicate the percentage owned of each such business and/or individual:

John James Denz 100%

3346 SW 173rd Way Miramar, FL 33029

11. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

N/A

12. Bank references:

<table>
<thead>
<tr>
<th>BANK NAME</th>
<th>ADDRESS (CITY, STATE, ZIP)</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suntrust</td>
<td>777 Brickell Ave Miami FL</td>
<td>305-577-5208</td>
</tr>
</tbody>
</table>
13. Firm has attached a current Certificate of Liability Insurance? Yes No

14. Firm has attached a current W9? Yes No

15. If applicable, your firm attended the Mandatory Pre-Bid Meeting? Yes No

16. Litigation/Judgments/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years.

N/A

Undersigned:

[Signature]

FIRM NAME

[Imeco, Inc.]

SIGNATURE OF AUTHORIZED AGENT

J. T. Davis, President

NAME & TITLE, TYPED OR PRINTED

Continued on following page:

STATE OF Florida )

) SS

COUNTY OF Miami-Dade )

[Signature]

LIANA M. SILVA
MY COMMISSION # GG 356185
EXPIRES: November 17, 2023
Bonded thru Notary Public Underwriters
The foregoing instrument was sworn to and subscribed before me this 30th day of January, 2020 by

JOHN JAMES DAVIS who is personally known to me or produced

________________________ as identification.

ALANA M. SILVA

NOTARY PUBLIC, State of Florida

Print Name: LIANA M. SILVA Commission No.: No 66356-185

Commission Expires: November 17, 2023

SEAL

(Li Corporation)
SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: ______________________

6. Search Engine/Internet search

7. E-mail Specify Source: Town of Davie Purchasing Dpt.

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: ______________________

10. Other, Specify Source: ______________________

Please note: This survey form is used for internal Procurement purposes only.
I, John James, the undersigned, representing IMECO, INC. declare that I have read the attached form and that (check one):

✓ My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation.

_______ My company is interested in lobbying either staff or elected officials on matters associated with this solicitation. I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk’s Office along with a registration fee of $50.00.

Title of Bid: OAKHILL CULVERT REPLACEMENT

Bidder Name: IMECO, INC.

Address: 23030 E. OAKMONT DR.

HIALEAH, FL 33015

Phone Number: 786-715-5840

Fax Number: ____________________________

E-mail Address: Fdagi@AOL.com

Signature: ______________________________

Print Name: John James

61
CERTIFICATION PURSUANT TO FLORIDA STATUTE §215.4725

1. John James Lewis, on behalf of IMECO, INC.,
   Print Name Company Name

certify that IMECO, INC. does not:
   Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

______________________________
Signature

______________________________
Title

______________________________
Date

62
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   IMECO, INC.

2. Business name/disregarded entity name, if different from above
   [Blank]

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   [Blank] Individual/entity proprietor or [ ] C Corporation [ ] S Corporation [ ] Partnership [ ] Trust/estate
   [ ] Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P=partnership)
   Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for
   the tax classification of the single-member owner.
   [ ] Other (see instructions)

4. Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):
   Exempt payee code (if any) __________
   Exemption from FATCA reporting code (if any) __________
   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.).
   20030 E OAKMONT DR
   HIALEAH, FL 33015

6. City, state, and ZIP code
   [Blank]

7. List account number(s) here (optional)

Part I 
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid
backup withholding. For individuals, this is generally your social security number (SSN). However, for a
resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other
entities, it is your employer identification number (EIN). If you do not have a number, see How to get a
TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for
guidelines on whose number to enter.

Social security number

Or

Employer Identification number

[Blank]

Part I 
Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am
   no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person

Date

5/1/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

* Form 1099-INT (interest earned or paid)
* Form 1099-DIV (dividends, including those from stocks or mutual funds)
* Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
* Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
* Form 1099-S (proceeds from real estate transactions)
* Form 1099-K (merchant card and third party network transactions)
* Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
* Form 1099-C (canceled debt)
* Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject
to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
AA INSURANCE WORLD SERVICES
8868 MIRAMAR PARKWAY
MIAMI, FL 33025

CONTACT
Andrew Alexander
PHONE: (954) 430-7676
FAX: (954) 430-7679
EMAIL: admin@aaainsworld.com

INSURER(S) AFFORDING COVERAGE
NAIC #: 8

INSURED
IMECO, INC
20030 E. Oakmont Drive
Hialeah, FL 33015

COVERAGE
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.

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<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADL SUB</th>
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<th>WO</th>
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<th>POLICY EFFECT</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
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<td>OCCURRENCE</td>
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<td>07/03/2020</td>
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<td>DAMAGE TO PREMISES (Each occurrence): $100,000</td>
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<td>MED EXP (EACH PERSON) $5,000</td>
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<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>BODILY INJURY (PER ACCIDENT) $</td>
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|         | OWNED AUTOS ONLY | SCHEDULED AUTO | X | EXCESS LIABILITY | OCCUR | CLAIMS-MADE |               | $
|         | HIRED AUTOS ONLY | NON-OWNED AUTOS ONLY | | | | | | |
|         | UMBRELLA LIABILITY | OCCUR | CLAIMS-MADE | | | | | |
|         | WORKERS COMPENSATION | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CONCRETE FLATWORK TO INCLUDE DRAINAGE & SEWER CONNECTION

CERTIFICATE HOLDER

Imeco
20030 E. Oakmont Drive
Hialeah, FL 33015

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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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
ADDENDUM TO ITB DOCUMENTS

SOLICITATION ITB No. RM-20-22 Oakhill Culvert Replacement

ADDENDUM No. 1 BID OPENING DATE 01/30/2020 TODAY'S DATE 1/3/2020

To All Bidders:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: Will you please provide the engineers estimate for the above-mentioned project?

A.1: There are no engineer's estimate for this project. However, the budget is $200,000.

Reviewed by:

Purchasing Manager
Purchasing Division

Acknowledged by:
IMCO, INC.
Contractor
Authorized Representative (Printed)
Title John J. Denis
Signature 01-30-20
Date
ADDENDUM TO ITB DOCUMENTS

SOLICITATION ITB No. RM-20-22 Oakhill Culvert Replacement

ADDENDUM No. 2 BID OPENING DATE 01/30/2020 TODAY'S DATE 1/13/2020

2:00 PM ON

To All Bidders:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFIs (2 of 2): Questions & Answers (Answers provided by consulting engineer)

Q.1: Please advise if the required end treatments can be identified (advise Begin / End STA for Each Anchor) and can they be added as a pay item?

A.1: The end treatment can be the CRT per FDOT 536-001 (page 11 of 24) or another treatment from the FDOT APL for TL-2 conditions. The begin and end stations of the proposed guardrails are indicated on the plans. All items related to guardrail shall be included under the guardrail pay item. See summary of quantity notes on plan sheet GEN-1.

Q.2: Please advise if special post will be required above the box culverts?

A.2: The contractor shall layout the guardrail, including the selected end treatments within the distance indicated in the drawings. If special posts are required at each side of the proposed culvert, they shall be per FDOT standard 536-001 (page 23 of 24) for shallow mounts. Contractor to provide layout with shop drawings for approval by the Engineer per general notes on sheet GEN-1.

All cost associated with guardrails shall be included in the guardrail pay item.

Reviewed by:

Purchasing Manager
Purchasing Division
ADDENDUM TO ITB DOCUMENTS

SOLICITATION  ITB No. RM-20-22 Oakhill Culvert Replacement

ADDENDUM No.  3  BID OPENING DATE  01/30/2020  TODAY'S DATE  1/17/2020

To All Bidders:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFIs (5 of 5): Questions & Answers

(Answers in red provided by consulting engineer)

Q.1: Please clarify technical specifications page 2 Section 5 under work proposed; it lists several items including driveway restoration and curb & gutter, however the pay items, plans nor the details do not identify these 3 items. In addition the item sod is also not shown in the plans nor details. Where does the sod go and what kind of sod is it?

A.1: The driveways were not affected by the proposed design and curb and gutter was not necessary.

The sod is shown on sheet PGD-1, see “Proposed sod” on the legend on the top left-hand side of sheet PGD-1. In addition, as stated on general note No. 10 on sheet GEN-1, “All grass areas affected by the construction shall be re-sodded matching existing sod type”.

The areas marked in the plan will be paid under the sodding pay item. Other areas damaged by contractor’s operations will not be paid.

Q.2: In section 1.04 Testing vaguely lists that testing is to be done by the Town, however words such as “may” and “for certain work” are very ambiguous, please define the testing responsibility and details on what the Town will pay for.

A.2: Per Section 105 of the Specifications the Contractor shall submit a Quality Control Plan for approval. All testing is the responsibility and shall be paid by the Contractor. The Town may hire a testing company for verification. Those costs will be paid by the Town, unless they fail. Please refer to Section 105 of the specifications.

Q.3: There is presently an old tree on the SE corner of the bridge near Boring #1 which will be in the way of construction requiring it’s removal. Please advise.

A.3: The tree should be removed. This work is part of the Clearing and Grubbing pay item. Per the “Pre-construction Responsibilities” notes on sheet GEN-1, “the contractor shall be responsible for obtaining all required dewatering permits and tree removal/relocation permits”. Also, under “demolition Permitting” on sheet GEN-1 states that “Any trees for removal found to be greater than
or equal to three inches in diameter at breast height will require a permit with the Broward County Environmental Protection and Growth Management Department (BCEPGMD)".

Q.4:  Plan Sheet PGD-1 calls for sand-cement endwalls and are called out to be "straight" contrary to the DOT detail on plan sheet DET-1 where the detail calls for 8:1 Batter. It appears that straight endwalls with re-enforcing pins only on the top 3 bags, may not suffice to hold earth embankment back. Please clarify.

A.4:  The FDOT detail provided for the "Straight Sand-Cement Endwalls" on DET-1 is correct and it is intended for this height of embankment. Straight Sand-Cement is the name given to the endwall. Prior to construction, the Contractor shall submit shop drawings for the Endwall for review and approval by the Engineer.

Q.5:  Plan sheet DET-1 bottom left has a typical detail for roadway. It indicates:
   a. 4’ sidewalk on the left side of the road. This is not identified nor shown on the PGD-1. Please clarify
   b. The detail also show only 24 ft of roadway and 6ft swales. Plan sheet PGD-1 in the bottom profile calls for full pavement from endwall to endwall thereby differing from the roadway detail on DET-1. Please advise what this DET-1 roadway detail applies to.

A.5  a. The detail shown on DET-1 is the Town of Davie “Typical Rural Roadway Cross Section”, ignore the swale and sidewalk. The pavement requirements of the detail apply.
   b. As mentioned on the response 5a above, this typical detail was provided just for the roadway reconstruction (subgrade, lime rock base, and asphalt). The project specific “Typical Section” is shown on sheet PGD-1.

Reviewed by:

Purchasing Manager
Purchasing Division
ADDENDUM TO ITB DOCUMENTS

SOLICITATION ITB No. RM-20-22 Oakhill Culvert Replacement

ADDENDUM No. 4 BID OPENING DATE 01/30/2020 TODAY'S DATE 1/28/2020

2:00 PM ON

To All Bidders:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: Our bonding company has raised a concern with the current language in the ITB Docs regarding:

section 1.61 Guarantee, listed below:

1. The surety noted the City of Davie project is not a design build project, yet it appears the City of Davie is trying to shift the burden or costs for "technically deficient designs" to THE CONTRACTOR. This matter should be between the City & the engineer they hired to prepared their designs.

1.61 GUARANTEE
The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

A.1: This is our standard boilerplate language and does not apply to this construction project.

Reviewed by:

Purchasing Manager
Purchasing Division

Acknowledged by:

Contractor
Authorized Representative (Printed)
Title
Signature
Date

6591 Orange Drive Davie, FL 33314 ☎ 954-797-1016 ✉ purchasing@davie-fl.gov

Town of Davie
Document A312™ – 2010
Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Imeco, Inc
20030 East Oakmont Drive
Hialeah, FL 33015

OWNER:
(Name, legal status and address)
Town of Davie
6591 Orange Drive
Davie, FL 33314

SURETY:
(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962
Mailing Address for Notices
Same as above

CONSTRUCTION CONTRACT
Date:

Amount: $129,150.00
One Hundred Twenty Nine Thousand One Hundred Fifty Dollars and 00/100

Description:
(Name and location)
Replacement of 72" Culvert with 60" and Associated Restoration Work - ITB#RM-20-22

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $129,150.00
One Hundred Twenty Nine Thousand One Hundred Fifty Dollars and 00/100

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company:
Imeco, Inc.

Signature:

Name and Title:
Brent James Davis
President

SURETY
Company:
United States Fire Insurance Company

Signature:

Name and Title:
Charles J. Nielson
Attorney-in-Fact
Surety Phone No. 973-490-6600

(Amount additional signatures appear on the last page of this Performance Bond.)

AGENT or BROKER:
Nielson, Hoover & Associates
8000 Governors Square Blvd. #101
Miami Lakes, FL 33016
305-722-2663

OWNER’S REPRESENTATIVE:
(Architect, Engineer or other party):

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

2. the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3. the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
2. additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 5; and
3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions
§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: ____________________________ (Corporate Seal)

SURETY
Company: ____________________________ (Corporate Seal)

Signature: ____________________________
Name and Title: ____________________________
Address: ____________________________

Signature: ____________________________
Name and Title: ____________________________
Address: ____________________________
Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Imeco, Inc.
20030 East Oakmont Drive
Hialeah, FL 33015

SURETY:
(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962
Mailing Address for Notices
Same as above

OWNER:
(Name, legal status and address)
Town of Davie
6591 Orange Drive
Davie, FL 33314

Date:

CONSTRUCTION CONTRACT

Amount: $129,150.00
One Hundred Twenty Nine Thousand One Hundred Fifty Dollars and 00/100

Description:
(Name and location)
Replacement of 72” Culvert with 60” and Associated Restoration Work - ITB#RM-20-22

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: $129,150.00
One Hundred Twenty Nine Thousand One Hundred Fifty Dollars and 00/100

Modifications to this Bond: □ None  ☑ See Section 18

CONTRACTOR AS PRINCIPAL
Company:
(Imeco, Inc.)

Signature:
[Signature]
Name and Title:
[President]

SURETY
Company:
(United States Fire Insurance Company)

Signature:
[Signature]
Name and Title:
[Attorney-in-Fact]

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Nielsen Hoover & Associates
8000 Governors Square Blvd. #101
Miami Lakes, FL 33016
305-722-2653

OWNER’S REPRESENTATIVE:
(Architect, Engineer or other party)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 6.1 Claimants, who do not have a direct contract with the Contractor, shall have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

§ 6.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions
§ 16.1 Claim. A written statement by the Claimant including at a minimum:

1. the name of the Claimant;
2. the name of the person for whom the labor was done, or materials or equipment furnished;
3. a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the Performance of the Construction Contract;
4. a brief description of the labor, materials or equipment furnished;
5. the date on which the Claimant last performed labor or last furnished materials or equipment for use in the Performance of the Construction Contract;
6. the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
7. the total amount of previous payments received by the Claimant; and
8. the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the Performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Surety
Company: (Corporate Seal)

Signature: ____________________________  Signature: ____________________________
Name and Title: ______________________  Name and Title: ______________________
Address ____________________________  Address ____________________________
POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constitutes and appoints and does hereby make, constitute and appoint

Jan A. Nipper, David Russell Hooper, Joseph Penick, Nielsen, Charles David Nielsen, Charles Jackson Nielsen, Shawn Alan Burton, Jarrett Merliss

each as true and lawful Attorney(s)-in-Fact, with full power and authority, hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or other instruments, or any other documents that the ordinary course of its business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or other instruments had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company, at its principal office in amounts of principal not exceeding Seventeen Million, Five Hundred Thousand Dollars ($17,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorneys issued on behalf of the Attorney-in-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide in pertinent part:

Article IV. Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, an Assistant Vice-President, the Secretary, or any Assistant Secretary, shall have power on behalf of the Corporation to execute, either manually or by facsimile, any contract, obligation, instrument or document whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney, or revocations of any powers of attorney, stipulations, policies of insurance dealt, leases, mortgages, releases, satisfaction and agency agreements.

Article III. Officers. Section 3.11. Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bond, guarantee, undertaking, recognizance, stipulation, policy of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if authorized by the Board of Directors, dividend warrants or checks, or other instruments and documents similar to one another in form may be signed by the facsimile signature of signature, lithographed or otherwise produced by such officer or officers of the Corporation as form time to time may be authorized to sign such instruments on behalf of the Corporation.

IN WITNESS WHEREOF: United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereto affixed this 22nd day of August 2019

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Smirnoff, Executive Vice President

State of Pennsylvania:
COUNTY OF PHILADELPHIA

On this 22nd day of August 2019, before me, a Notary Public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County

My commission expires August 22, 2023
Commission number 1343883

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
AA INSURANCE WORLD SERVICES
8888 MIRAMAR PARKWAY
MIAMI
FL 33025

INSURED
IMECO, INC
20030 E. Oakmont Drive
Hialeah
FL 33015

COVERAGES

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

CONCRETE FLATWORK TO INCLUDE DRAINAGE & SEWER CONNECTION

Certificate holder has been added as an Additional Insured

CERTIFICATE HOLDER

Town of DAVIE
6591 Orange Drive
Davie
FL 33314

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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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER

AA INSURANCE WORLD SERVICES
8868 MIRAMAR PARKWAY

MIAMI
FL 33025

INSURED

IMECO, INC
20030 E. Oakmont Drive

Hialeah
FL 33015

CONTACT NAME: Andrew Alexander
PHONE: (954) 430-7676
FAX: (954) 430-7679
E-MAIL: admin@aimsworld.com
INSURER A: United Specialty Insurance Co
INSURER B: Progressive Express Insurance

COVERAGES

A COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE 
Y N USA4226968 07/03/2019 07/03/2020

LIMITS

1,000,000
100,000
5,000
1,000,000
2,000,000

B AUTOMOBILE LIABILITY
ANY AUTO
OWNED ONLY
Hired autos only
SCHEDULED AUTOS
NON-OWNED AUTOS ONLY

Y N 05807667-2 01/06/2020 01/06/2021

LIMITS

1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191. Additional Remarks Schedule, may be attached if more space is required)

CONCRETE FLATWORK TO INCLUDE DRAINAGE & SEWER CONNECTION

Certificate holder has been added as an Additional Insured

CERTIFICATE HOLDER

Town of DAVIE
6591 Orange Drive

Davie
FL 33314

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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PRODUCER
PEO Risk Services, LLC
130 Quail Ridge Drive
Westmont IL 60559

CONTACT
NAME: Amy Shannon
PHONE: 630-472-2315
E-MAIL: paoriskservices@peorisks.com
ADDRESS: paoriskservices@peorisks.com

INSURED
Cohesive Networks 2, Inc. Alt. Empl.
Tideline Staffing East LLC
3501 East Frontage Road, Suite 350
Tampa FL 33607

INSURER
STATE NATL INS CO INC
1227

COVERAGES
CERTIFICATE NUMBER: 1756071242

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.

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A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Y: IN
N: N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 131, Additional Remarks Schedule, if more space is required)

Location Coverage Period: 4/1/2019 - 4/1/2020

Coverage is provided for only those employees leased to but not subcontractors of:
Tideline Staffing East LLC - 2000 Dixie Highway, Unit 3, Lake Worth, FL 33460 - Client ID 100422

CERTIFICATE HOLDER
Town of Davie
6591 Orange Drive
Davie FL 33314

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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PRODUCER
PEO Risk Services, LLC
130 Quail Ridge Drive
Westmont IL 60559

INSURED:
Cohesive Networks 2, Inc. Alt. Emp:
Tideline Staffing East LLC
3501 East Frontage Road, Suite 350
Tampa FL 33607

COVERAGES
CERTIFICATE NUMBER: 1756071242

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REVISION NUMBER:

CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE HOLDER

CANCELLATION

Town of Davie
5691 Orange Drive
Davie FL 33314

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# Detail by FEI/EIN Number

Florida Profit Corporation  
IMECO, INC.

## Filing Information

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## Principal Address

3346 SW 173rd WAY  
MIRAMAR, FL 33029

Changed: 01/29/2019

## Mailing Address

20030 E OAKMONT DR  
HIALEAH, FL 33015

Changed: 01/29/2019

## Registered Agent Name & Address

TAPANES & ASSOCIATES, P.A.  
990 BISCAYNE BOULVEVARD  
SUITE O-903  
MIAMI, FL 33132

Address Changed: 04/24/2012

## Officer/Director Detail

### Name & Address

**Title PD**  
DENIS, JOHN J  
3346 SW 173rd WAY  
MIRAMAR, FL 33029
### Annual Reports

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### Document Images

- **01/29/2019** – **ANNUAL REPORT**
- **03/20/2018** – **ANNUAL REPORT**
- **03/19/2017** – **ANNUAL REPORT**
- **04/20/2016** – **ANNUAL REPORT**
- **06/24/2015** – **ANNUAL REPORT**
- **04/11/2014** – **AMENDED ANNUAL REPORT**
- **03/13/2014** – **ANNUAL REPORT**
- **03/01/2013** – **ANNUAL REPORT**
- **04/24/2012** – **ANNUAL REPORT**
- **08/22/2011** – **Amendment**
- **07/18/2011** – **Name Change**
- **07/06/2011** – **Domestic Profit**