



AGENDA
Special, Workshop, and Town Hall City Council Meeting
Monday, May 19, 2025, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

2. AWARDS / PRESENTATIONS/ RECOGNITION OF GUESTS

- A. National Safe Boating Week – US Coast Guard Auxiliary p. 3
- B. National Public Works Week and Employee Recognition p. 4
- C. National Police Week 2025 p. 5

3. PUBLIC COMMENTS

4. ORDINANCES / RESOLUTIONS:

PH

- A. ORDINANCE NO. 2025-08, SECOND READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Relating to Durational Residency Requirements for Qualification as Elector; Amending the Code of Ordinances by Amending Chapter 9, Entitled "Elections" by Amending Section 9-7. "Elector"; Providing for Legislative Findings and Intent; Providing for Amendment; Providing for Conflicts; Providing for Codification; Providing for Severability; and Providing for an Effective Date. p. 6
- B. RESOLUTION NO. 2025-09, A Resolution of the City of Neptune Beach Honoring Eddie Bounds and Declaring a Namesake Baseball Field. p. 21
- C. RESOLUTION NO. 2025-10, A Resolution of the City of Neptune Beach Appointing Member to the Finance & Auditor Selection Committee p. 23
- D. RESOLUTION NO. 2025-11, A Resolution of the City of Neptune Beach Appointing Members to the Community Development Board p. 35

5. DEPARTMENTAL ITEMS TO BE CONSIDERED:

- A. Senior Center Water Intrusion Repair p. 41
- B. Pump Station Control Panel Requirements – Oceanwood/Cherry Street, Bay Street and Lighty Lane p. 65
- C. Lining of Iron Gravity Wastewater Pipes – Oceanwood and Davis Ditch Crossings p. 84
- D. Stormwater Improvements on Myra, Margaret and South Streets p. 120
- E. Paid Parking Program Contract and Program Revisions p. 250

6. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING THE ABOVE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. PUBLIC COMMENTS
4. PROPOSED ORDINANCES / NONE
5. CONTRACTS / AGREEMENTS / NONE
6. ISSUE DEVELOPMENT
 - A. Senior Activity Center
7. PUBLIC COMMENTS
8. COUNCIL COMMENTS
9. ADJOURN

TOWN HALL MEETING IMMEDIATELY FOLLOWING THE ABOVE WORKSHOP

1. CALL TO ORDER / ROLL CALL
2. PUBLIC COMMENTS – Blue Zones and Safe Streets
3. PUBLIC COMMENTS – OPEN TOPICS
4. ADJOURN

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statute, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at least 48 hours prior to the meeting.

Anyone attending public meetings can use the code **DD14** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.

- **To use a kiosk:** Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.
- **To use the Flowbird app:** Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



PROCLAMATION

City of Neptune Beach

WHEREAS, for nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing; and

WHEREAS, during National Safe Boating Week, the U.S. Coast Guard, and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

WHEREAS, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

THEREFORE, I, Mayor Corrine Bylund, and the City Council of the City of Neptune Beach, support the goals of the Safe Boating Campaign and the start of the year-round effort to promote safe boating and proclaim **May 17-23, 2025**, as

NATIONAL SAFE BOATING WEEK

And we urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Corrine Bylund, Mayor
City of Neptune Beach



PROCLAMATION

City of Neptune Beach

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the City of Neptune Beach; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government, who are responsible for rebuilding, improving, and protecting our water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Neptune Beach to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW, THEREFORE, be it resolved that I, Corrine Bylund, Mayor of the City of Neptune Beach and the City Council, do hereby designate and recognize the week of May 18-24, 2025 as

NATIONAL PUBLIC WORKS WEEK

We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all

Corrine Bylund
Mayor, City of Neptune Beach



PROCLAMATION

City of Neptune Beach

To recognize National Police Week 2025 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Neptune Beach Police Department;

WHEREAS, since the first recorded death in 1786, there are currently more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, the service and sacrifice of all officers killed in the line of duty were honored during the National Law Enforcement Officers Memorial Fund's 37th Candlelight Vigil, on the evening of May 13, 2025;

WHEREAS, the Candlelight Vigil is part of National Police Week, which is observed May 11th-17th;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags would be flown at half-staff.

THEREFORE, BE IT RESOLVED that I, Corrine Bylund, Mayor, and the City Council of Neptune Beach recognize May 11-17, 2025, as National Police Week in the City of Neptune Beach, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

Corrine Bylund, Mayor
City of Neptune Beach



**Special Meeting
Agenda Item #4A
Ord. No. 2025-08**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	4A-Ordinance No. 2025-08(Second Reading) One Year Durational Residency Requirement
SUBMITTED BY:	Paul Waters, Esq., City Attorney on behalf of Bill's Sponsor Councilman Brent Rogers
DATE:	May 14, 2025
BACKGROUND:	Initially, it was requested that the six-month durational residency requirement in Section 9-7 be increased to three-five years. However, in Attorney General Opinion 2005-67, the Attorney General opined that in light of the Court's decision in <i>Board of County Commission of Sarasota County v. Gustafson</i>, 616 So. 2d 1165 (Fla. 2nd DCA 1993), a durational residency requirement of three years would appear to be of doubtful validity. The Attorney General opined that in a smaller community, a candidate would better be able to know the diverse characteristics of the community in a shorter time than in a larger community. In <i>Gustafson</i>, the Court found that a two-year residency requirement violated the Equal Protection Clause of the United States Constitution. The <i>Gustafson</i> court concluded that a two-year candidate residency requirement was unreasonable: "The evolution of communication and transportation that allows individuals to move easily between communities and states renders such a two-year residency requirement particularly onerous. There was no evidence that candidates would be any more familiar with county issues for having lived in the county for the preceding two years. <i>Id at 1178</i>. In Florida, the Supreme Court has upheld a durational residency requirement of one year for local elections. See <i>Nichols v. State</i>, 177 So. 2d 467 (Fla. 1965) (one-year durational residency requirement for city commission not unreasonable). And see <i>Daves v. City of Longwood</i>, 423 F.Supp. 503 (M.D. Fla., 1976) (upholding special act imposing one-year residency requirement to run for city council). Below is a survey of neighboring Municipalities'; the Vose Firm's other Clients'; and miscellaneous municipalities' durational residency requirements:

	City Council Jacksonville: 183 days Mayor Jacksonville: 1 year Jacksonville Beach: 6 months Atlantic Beach: 2 years Baldwin Mayor: 1 year Baldwin Council: 183 days City of Saint Augustine: 1 year Orange Park: 1 year Cocoa Beach: 1 year Ft. Myers Beach: 1 year St. Pete Beach: 1 year Oviedo: 1 year Brooksville: 1 year Daytona Beach Shores: 6 months Ana Maria: 2 years Indiantown: 1 year Bunnell: 1 year Miami: 1 year Key West: 1 year Tampa: 1 year Deland: just a resident and registered elector Sarasota: 1 year Destin: 1 year Pensacola: 1 year New Smyrna: 1 year Ormond Beach: 1 year Flagler Beach: 1 year St Augustine Beach: 1 year Based on the above, a durational residency requirement of greater than one year would likely be held unconstitutional if challenged. Therefore, the City Attorney recommends that the durational residency requirement in Section 9-7 be amended from six months to one year.
RECOMMENDATION:	Ordinance No. 2025-08 was approved at First Reading on May 5, 2025 Recommend adoption of Ordinance No. 2025-08 at Second and Final Read
ATTACHMENT(S):	1. Ordinance 2025-08 2. Attorney General Opinion 25-67 3. <i>Board of County Commission of Sarasota County v. Gustafson</i>, 616 So. 2d 1165 (Fla. 2nd DCA 1993).

SPONSORED BY:

COUNCILMAN BRENT ROGERS



ORDINANCE NO. 2025-08

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, RELATING TO DURATIONAL RESIDENCY REQUIREMENTS FOR QUALIFICATION AS ELECTOR; AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, ENTITLED "ELECTIONS" BY AMENDING SECTION 9-7. "ELECTOR"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida and Section 166.021, Florida Statutes, authorizes the City of Neptune Beach to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, the Florida Supreme Court has consistently found that the right to seek public office is not absolute and may be subjected to reasonable conditions and restraints in order to protect the integrity of political processes; and

WHEREAS, a reasonable durational residency requirement for qualification as an elector in a municipal election promotes the legitimate public objectives of ensuring that a candidate for election is a bona fide resident of the municipality they seek to represent, has lived in such municipality long enough to know the issues confronting it, and is known by the voters; and

WHEREAS, no prohibition exists as a matter of law against a municipality's imposing a reasonable durational residency requirement as qualification for municipal office; and

WHEREAS, an efficient and effective local representative government is necessary to promote the health, safety, welfare, and morals of citizens of the City of Neptune Beach; and

WHEREAS, the recitals to this Ordinance (whereas clauses) are adopted as the legislative findings and intent of the City Council of the City of Neptune Beach.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA THAT:

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Commission of the City of Neptune Beach hereby adopts the above Whereas clauses as legislative findings which shall not be codified as a part of this Ordinance.

(b). The City of Neptune Beach has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION TWO: AMENDMENT

Section 9-7, Code of Ordinances of the City of Neptune Beach is hereby amended as follows (underlined text shall mean additions and ~~strike through~~ text shall mean deletions):

Sec. 9-7. Elector.

All persons who possess the qualifications requisite to an elector at a general state election, and shall have resided in the city for ~~six (6) months~~ one (1) year preceding the election, shall be deemed a qualified elector of the city.

SECTION THREE: CONFLICTS. All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.

SECTION FOUR: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the Code of Ordinances of the City of Neptune Beach, Florida and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Sections," "Article," or other appropriate word; provided, however, that Sections Three, Four, and Five shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION FIVE: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION SIX: EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval and adoption.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING:

Mayor Corrine A. Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

Passed at First Read this 5th day of May, 2025.

VOTE RESULTS OF SECOND READING:

Mayor Corrine A. Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, RELATING TO DURATIONAL RESIDENCY REQUIREMENTS FOR QUALIFICATION AS ELECTOR; AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, ENTITLED "ELECTIONS" BY AMENDING SECTION 9-7. "ELECTOR"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends the current durational residency requirements for qualification as an elector in the City of Neptune Beach by increasing such residency requirement from six (6) months to one (1) years, to promote public objectives of ensuring a candidate for election is a bona fide resident of the municipality they seek to represent, has lived in such municipality long enough to know the issues confronting it, and is known by the voters.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct impact on private, for-profit businesses anticipated.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all individual residents, and, therefore, the proposed ordinance does not affect only businesses.

Residency requirement for city commission candidates

Number: AGO 2005-67

Date: December 30, 2005

Subject:

Residency requirement for city commission candidates

Mr. David Jove
Hallandale Beach City Attorney
400 South Federal Highway
Hallandale Beach, Florida 33009

RE: MUNICIPALITIES–PUBLIC OFFICERS–RESIDENCY–ELECTIONS–authority of municipality to impose three year residency requirement on candidates for city commission.

Dear Mr. Jove:

On behalf of the Hallandale Beach City Commission, you ask substantially the following question:

May the City of Hallandale Beach amend its city charter to require a three-year residency requirement for prospective candidates running at large for the city commission?

You state that the city commission is considering amending the city charter to change the current eight-month residency requirement for prospective candidates running at large to the city commission to three years. You are aware of the opinion of the Second District Court of Appeal in *Board of County Commissioners of Sarasota County v. Gustafson*,^[1] in which the court struck down a county's two-year residency requirement. However, you question whether the city—a small community, unlike an entire county—would also be precluded from enacting a three-year residency requirement to run for city commission.

In *Board of County Commission of Sarasota County v. Gustafson, supra*, the district court noted that there was some public concern within the county that, due to the transient nature of the community, voters were not able to adequately familiarize themselves with the candidates, and some candidates did not have sufficient knowledge of or commitment to Sarasota County to properly serve the county. In response, the charter review board proposed an amendment to the city charter that would impose a two-year residency requirement. A declared candidate for sheriff challenged the proposed amendment.

While acknowledging that a two-year durational residency requirement for candidates for elected office did not affect a suspect class, the court recognized that a similar two-year candidate durational residency requirement had been held by the Sixth Circuit Court of Appeals to seriously infringe on the fundamental right to travel and thus violated the protections of the equal protection clause.^[2] Since the decision was not controlling authority, however, the court felt compelled to examine the reasoning employed in the case and other cases in order to reach a

decision.

Based upon its review of those cases, the *Gustafson* court concluded that it is not the existence of the candidate durational residency requirement, by itself, that seriously infringes on a fundamental right so as to require application of strict scrutiny; but rather the length of the durational residency requirement that determines which equal protection analysis will be applied. The court held that a fundamental right is not considered seriously infringed so as to require a strict scrutiny analysis unless the candidate durational residency requirement is deemed excessive.

The court concluded that a two-year candidate residency requirement was unreasonable:

"The evolution of communication and transportation that allows individuals to move easily between communities and states renders such a two-year residency requirement particularly onerous. Appellants could identify no reason for setting the period at two years. There was no evidence that candidates would be any more familiar with county issues for having lived in the county for the preceding two years."[3]

Thus, having agreed with the trial court that the two-year term was unreasonable, the court concluded that it must necessarily apply strict scrutiny to this durational residency requirement, which could not be upheld unless it was necessary to fulfill a compelling state interest. The court concluded that such a test was not met:

"It has become an established part of public life that residency is not a requirement in those situations where government entities rely on nationwide talent searches to fill key government executive positions. Appellants have not only failed to show why two years is necessarily better than one year or even one day, they have failed to show the inadequacy of alternative or less restrictive methods that would accomplish their stated objective."[4]

In the instant inquiry, a similar argument to that considered in *Gustafson* is raised. You state that some of the commissioners believe a three-year residency requirement will ensure the candidate's intent to be a bona fide resident of the city and give the candidate the opportunity to know the diverse characteristics of the community, as well as afford the candidate's prospective constituents more time to judge whether the candidate knows and understands the issues and problems within the city. As a point of distinction between the instant inquiry and the situation in *Gustafson*, you note that the city community is small compared to a county. However, this would not appear to support a determination that *Gustafson* is not applicable.[5]

This office would note that the courts in other jurisdictions have generally viewed with skepticism durational residency requirements of longer than one year for local elections.[6] In Florida, the Supreme Court has upheld a durational residency requirement of one year for local elections.[7]

Accordingly, I am of the opinion that in light of the court's decision in *Board of County Commission of Sarasota County v. Gustafson*, *supra*, a durational residency requirement of three years would appear to be of doubtful validity.

Sincerely,

CC/tjw

[1] 616 So. 2d 1165 (Fla. 2nd DCA 1993).

[2] See *Green v. McKeon*, 468 F.2d 883, 884 (6th Cir. 1972).

[3] 616 So. 2d at 1168.

[4] *Id.*

[5] It might be argued that in a smaller community, a candidate would better be able to know the diverse characteristics of the community in a shorter time than in a larger community.

[6] See, e.g., *Peloza v. Freas*, 871 P.2d 687 (Alas. 1994); *Alexander v. Kammer*, 363 F. Supp. 324 (E.D. Mich. 1973) (charter provision requiring five-year city residency and two year residency within district to run for city commissioner invalid); *Wellford v. Battaglia*, 343 F. Supp. 143 (D. Del. 1972), *affirmed*, 485 F.2d 1151 (3rd Cir. 1973) (five-year residency requirement to run for mayor); *McKinney v. Kaminsky*, 340 F. Supp. 289 (M.D. Ala. 1972) (five years for county commissioner); *Bolanowski v. Raich*, 330 F. Supp. 724 (E.D. Mich. 1971) (three years for mayor); *Thompson v. Mellon*, 507 P.2d 628 (Cal. 1973) (two-year residency requirement for city council); *Cowan v. City of Aspen*, 509 P.2d 1269 (Colo. 1973) (three-year residency requirement for municipal offices held invalid while one-year residency requirement upheld). *But see Langmeyer v. State*, 656 P.2d 114 (Idaho 1982) (five-year requirement for county planning & zoning commission rational); *State ex rel. Brown v. Summit County Board of Elections*, 545 N.E.2d 1256 (Ohio 1989) (two-year residency requirement for city council upheld).

One-year residency requirements have generally survived. See *City of Akron v. Bell*, 660 F.2d 166 (6th Cir. 1981) (city council); *MacDonald v. City of Henderson*, 818 F. Supp. 303 (D. Nev. 1993) (city council); *Joseph v. City of Birmingham*, 510 F. Supp. 1319 (E.D. Mich 1981) (city commissioner); *Civil Service Merit Bd. of Knoxville v. Burson*, 816 S.W.2d 725 (Tenn. 1991) (municipal civil service board candidates); *White v. Manchin*, 318 S.E.2d 470 (W. Va. 1984) (state senator). *But see Bruno v. Civil Service Commission of Bridgeport*, 472 A.2d 328 (Conn. 1984) (one-year requirement for recreational supervisor candidate failed strict scrutiny test).

[7] See *Nichols v. State*, 177 So. 2d 467 (Fla. 1965) (one-year durational residency requirement for city commission not unreasonable). *And see Daves v. City of Longwood*, 423 F.Supp. 503 (M.D. Fla., 1976) (upholding special act imposing one-year residency requirement to run for city council).

User Name: Paul Waters

Date and Time: Tuesday, April 29, 2025 6:50 AM EDT

Job Number: 251566237

Document (1)

1. [Board of Comm'rs v. Gustafson](#)

Client/Matter: nb

Search Terms:

Search Type: Natural Language

Narrowed by:

Content Type

Narrowed by
-None-



Positive

As of: April 29, 2025 10:50 AM Z

Board of Comm'rs v. Gustafson

Court of Appeal of Florida, Second District

April 16, 1993, Filed

CASE NO. 92-02073

Reporter

616 So. 2d 1165 *; 1993 Fla. App. LEXIS 4238 **; 18 Fla. L. Weekly D 1001

BOARD OF COMMISSIONERS OF SARASOTA COUNTY, FLORIDA, and JOANNE E. KOESTER, as Supervisor of Elections of Sarasota County, Appellants, v. STEPHEN B. GUSTAFSON, Appellee.

Subsequent History: [****1**] Released for Publication May 7, 1993.

Prior History: Appeal from the Circuit Court for Sarasota County; Scott M. Brownell, Judge.

Core Terms

candidate, residency requirement, durational, two-year, fundamental rights, residency, suspect class, trial court, two year, infringe

Case Summary

Procedural Posture

Appellant county officials sought review of a judgment from the Circuit Court for Sarasota County (Florida) that found that requirement that candidates for elected county office be residents of county for two years preceding the election violated equal protection clause. Appellants asserted that the requirement should have been subject to traditional equal protection analysis, not strict scrutiny.

Overview

The court affirmed a judgment that struck down a requirement that candidates for elected county office be residents of that county for two years immediately prior to qualifying for the election as violating the equal protection clause. The court did not agree with appellee, a candidate for sheriff, that the restriction required strict scrutiny due to its effect on the fundamental right to travel, nor did it agree with appellant county officials that the restriction only required traditional equal protection analysis. Instead, the court held that it was not the existence of the candidate durational residency requirement, by itself, that seriously infringed on a fundamental right so as to require application of strict scrutiny; rather, it was the length of the durational residency requirement that determined which equal protection analysis would be applied. The court found that strict scrutiny should apply when the duration, two years, was unreasonable. Applying the test, the court held that restriction was not necessary to support a compelling state interest.

Outcome

The court affirmed the judgment that found the restriction violated the equal protection clause. The court applied the strict scrutiny test because the length of the residency restriction, two years, was unreasonable. Applying the test, the court held that the restriction was not necessary to support a compelling state interest.

LexisNexis® Headnotes

Constitutional Law > Equal Protection > Judicial Review > Standards of Review

Governments > Local Governments > Administrative Boards

[HN1](#) **Judicial Review, Standards of Review**

Under the traditional equal protection approach, legislation may be upheld unless it is patently arbitrary and bears no rational relationship to a legitimate governmental interest.

Constitutional Law > Equal Protection > Judicial Review > Standards of Review

[HN2](#) **Judicial Review, Standards of Review**

Under the strict scrutiny standard, any legislation that seriously affects fundamental rights or a suspect class must be shown to be necessary to promote a compelling governmental interest in order to be upheld.

Constitutional Law > Equal Protection > Nature & Scope of Protection

[HN3](#) **Equal Protection, Nature & Scope of Protection**

A suspect class is described as discrete and insular minority.

Constitutional Law > Equal Protection > Nature & Scope of Protection

Transportation Law > Private Vehicles > Right to Travel

[HN4](#) **Equal Protection, Nature & Scope of Protection**

A suspect class is said to bear an immutable characteristic determined solely by the accident of birth.

Constitutional Law > Equal Protection > Nature & Scope of Protection

[HN5](#) **Equal Protection, Nature & Scope of Protection**

A fundamental right is not considered seriously infringed so as to require a strict scrutiny analysis unless the candidate durational residency requirement is deemed excessive.

Counsel: Jorge L. Fernandez, County Attorney, and H. Ray Allen and Maria D. Korn, Assistant County Attorneys, Sarasota, for Appellants.

Robert E. Turffs of Kanetsky, Moore & DeBoer, P.A., Venice, for Appellee.

Judges: CAMPBELL

Opinion by: CAMPBELL, SCHOONOVER, HALL

Opinion

[*1166] CAMPBELL, Acting Chief Judge.

In this case, we are asked to determine whether a county may require candidates for elected county office to be residents of that county for two years immediately prior to qualifying for the election. The trial court found that the two-year period was not shown to be necessary to the county's stated goal of ensuring an informed electorate and informed candidates, and that, consequently, the requirement violated the equal protection clause. We agree.

Apparently, there had been some public concern in Sarasota County that, due to the mobile nature of the community, not only were voters not able to adequately familiarize themselves with the candidates, but some candidates did not have sufficient knowledge of or commitment to Sarasota County to properly serve the [*2] county. In response, the Sarasota County Charter Review Board placed Ordinance 90-69, containing the two-year durational residency requirement at issue here, before the voters. Eighty-three percent of those who voted did so in favor of the amendment, which then became section 6.6 of the Sarasota County Charter. The adopted charter amendment read, in pertinent part, as follows: "Anyone who wishes to qualify for a position that does not require residency within a specific district must have been a Sarasota County resident for two (2) years immediately prior to qualification."

Appellee, a declared candidate for the office of Sheriff of Sarasota County, challenged the amendment by filing a three-count complaint, naming as defendants the appellants here and requesting declaratory and injunctive relief.

The trial court denied appellee's request for injunctive relief, but in a subsequent order, declared the ordinance unconstitutional, finding the right to run for public office "inextricably entwined" with the fundamental right to travel. The court, using an equal protection analysis, applied the rational basis test and found that although [*1167] the county had shown that the residency restriction [*3] was based on reasonable and legitimate governmental interests, the county had failed to "show the inadequacy of alternative and less restrictive methods of achieving its goal."

On appeal, appellants, the Sarasota Board of County Commissioners and the Supervisor of Elections, argue that the two-year candidate durational residency requirement did not violate the equal protection clause. It is their position that the traditional equal protection analysis should be applied to such requirements. [HN1](#)¹ Under the traditional approach, the legislation may be upheld unless it is "patently arbitrary" and bears no rational relationship to a legitimate governmental interest. [Frontiero v. Richardson, 411 U.S. 677, 683, 93 S. Ct. 1764, 1768, 36 L. Ed. 2d 583, 589 \(1973\)](#). Appellants argue that the ordinance here had a legitimate legislative purpose: To protect the integrity of the political process. Appellants contend that once a residency requirement is found justified, the precise time period selected need only fall within a reasonable range. Appellee takes the opposite position, arguing that candidate durational residency provisions [*4] should be given strict scrutiny. [HN2](#)² Under the strict scrutiny standard, any legislation that seriously affects fundamental rights or a suspect class must be shown to be necessary to promote a compelling governmental interest in order to be upheld. ¹ If neither a fundamental right nor a suspect class is involved, however, the traditional analysis is applied. Appellee takes the position that candidate durational residency requirements seriously affect the fundamental right to travel. Alternatively, appellee argues that even if the traditional rational basis test is applied, the provision at issue in this case still violates the equal protection clause.

While this provision, a two-year durational residency requirement for candidates for elected office, [*5] does not affect a suspect class ([United States v. Carolene Products Co. 304 U.S. 144, 152-153, n. 4, 58 S. Ct. 778, 783-784, 82 L.Ed. 1234, 1242 \(1938\)](#) [HN3](#)³ suspect class described as "discrete and insular minority"); [Frontiero,](#)

¹ Close scrutiny is required where the restriction has "a real and appreciable impact on the exercise of the franchise." [Bullock v. Carter, 405 U.S. 134, 144, 92 S. Ct. 849, 856, 31 L.Ed. 2d 92, 100 \(1972\)](#).

[411 U.S. 677, 686, 93 S. Ct. 1764, 1770, 36 L. Ed. 2d 583, 591 \(1973\)](#) [HN4[↑]] suspect class said to bear an "immutable characteristic determined solely by the accident of birth"), a similar two-year candidate durational residency requirement has been held to seriously infringe on the fundamental right to travel and thus to violate the protections of the equal protection clause. [Green v. McKeon, 468 F.2d 883, 884 \(6th Cir. 1972\)](#). Since *Green* is not controlling authority, however, we feel compelled to examine the reasoning employed in *Green* and other cases in order to reach our decision.

Our review of those cases leads us to believe that it is not the existence of the candidate durational residency requirement, by itself, that seriously infringes on a fundamental right so as to require application of strict scrutiny; [**6] rather, it is the length of the durational residency requirement that determines which equal protection analysis will be applied. Accordingly, [HN5[↑]] a fundamental right is not considered seriously infringed so as to require a strict scrutiny analysis unless the candidate durational residency requirement is deemed excessive. [Treiman v. Malmquist, 342 So. 2d 972 \(Fla. 1977\)](#); [Marina v. Leahy, 578 So. 2d 382 \(Fla. 3d DCA 1991\)](#); [Daves v. City of Longwood, 423 F. Supp. 503 \(M.D. Fla. 1976\)](#). Conversely, a candidate durational residency requirement that is deemed reasonable is not considered to seriously infringe using the traditional equal protection analysis. While this method of considering an equal protection challenge would appear, at first blush, to be putting the cart before the horse, in actuality, it places the emphasis where it should be, on the magnitude of the legislation's effect on the fundamental right or suspect class. Only serious infringements merit resort to the compelling interest test.

[**168] Applying these principles to the instant case, we ask first whether a two-year candidate residency [**7] requirement is reasonable. We agree with the trial court that it is not. The evolution of communication and transportation that allows individuals to move easily between communities and states renders such a two-year residency requirement particularly onerous. Appellants could identify no reason for setting the period at two years. There was no evidence that candidates would be any more familiar with county issues for having lived in the county for the preceding two years. In fact, in explaining how the Charter Review Board arrived at the two-year term, as opposed to a three-year or a five-year term, one of its members testified on cross-examination that it was a "judgmental [sic] call. It's not carved in stone anywhere." As the trial court observed in its written order:

The Court finds that the County has failed to provide any proof that the residency requirement sub judice has any beneficial effect toward the stated goal of improved knowledge of the candidates by the voter and improved knowledge of the County by the candidate. No proof was adduced to demonstrate why two years was better than one, or better than six months. No proof was adduced that a two year restriction [**8] was effective at all.

Having agreed with the trial court that the two-year term is unreasonable, we necessarily must apply strict scrutiny to this durational residency requirement. Pursuant to that standard, the residency requirement cannot be upheld unless it is necessary to a compelling state interest. As set forth above, appellants clearly have failed to show that the requirement was reasonable. They certainly have not shown it to be necessary to a compelling state interest. It has become an established part of public life that residency is not a requirement in those situations where government entities rely on nationwide talent searches to fill key government executive positions. Appellants have not only failed to show why two years is necessarily better than one year or even one day, they have failed to show the inadequacy of alternative or less restrictive methods that would accomplish their stated objective.

We conclude that the trial court was correct that the two-year durational residency requirement here violates the equal protection clause and, accordingly, affirm.

SCHOONOVER and HALL, JJ., Concur.



**Agenda Item #4B
Res. No. 2025-09
Honoring Eddie
Bounds**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	4B – Resolution No. 2025-09 , A Resolution of the City of Neptune Beach Honoring Eddie Bounds and Declaring a Namesake Baseball Field
SUBMITTED BY:	Colin Moore, Parks and Sustainability Director
DATE:	May 13, 2025
BACKGROUND:	Officer Eddie Bounds devoted his entire adult life to serve Neptune Beach and the beaches community as a law enforcement officer and through his love for sports positively impacted the lives of hundreds of children and student athletes as a coach, mentor and friend. Officer Eddie Bounds committed hundreds of off-duty hours to assist in coaching the Fletcher High School football and baseball teams. The City wishes to honor him by naming and dedicating the baseball field at Jarboe Park "Eddie Bounds Field."
RECOMMENDATION:	Approve Resolution No. 2025-09, Honoring Eddie Bounds and Declaring a Namesake Baseball Field
ATTACHMENT:	Resolution No. 2025-09



RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY OF NEPTUNE BEACH HONORING OFFICER PAUL “EDDIE” BOUNDS AND DECLARING A NAMESAKE BASEBALL FIELD

WHEREAS, it is fitting and proper to posthumously honor a law enforcement officer that served the beaches community for 42 years. An Officer who put his uniform, badge and gun on, day in and day out, to unselfishly protect the community he loved. An Officer that used his love for sports and unwavering love for his community and Fletcher High School as a gateway to connect, mentor and coach hundreds of children and student athletes. A Police Officer who was known and respected for performing his law enforcement duties with honor, integrity and compassion. We, the Mayor and Council, therefore, do unanimously resolve that:

- Officer Eddie Bounds devoted his entire adult life to serve Neptune Beach and the beaches community as a law enforcement officer.
- Officer Eddie Bounds, through his love for sports, positively impacted the lives of hundreds of children and student athletes as a coach, mentor and friend.
- Officer Eddie Bounds devoted hundreds of off-duty hours to assist in coaching the Fletcher High School football and baseball teams.
- Officer Bound’s untimely death, “End of Watch” on August 21st, 2021, has left a void in the hearts of his family and all those who knew him.
- Officer Bounds, though physically absent, has left behind a legacy that shall live forever.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA:

That the Mayor and City Council do hereby memorialize and dedicate the baseball field at Jarboe Park as “Eddie Bounds Field.”

This Resolution adopted by the City Council of Neptune Beach, Florida, at the City Council Meeting held on this 19th day of May, 2025.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk



Agenda Item #4C
Res. No. 2025-10
Finance Committee

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	4C– Resolution No. 2025-10, A Resolution of the City of Neptune Beach Appointing Member to the Finance & Auditor Selection Committee
SUBMITTED BY:	Mayor Cori Bylund
DATE:	May 13, 2025
BACKGROUND:	Ordinance No. 2025-04 adopted on April 21, 2025, established the Finance & Auditor Selection Committee (FASC) which is made up of three members. Councilor Brent Rogers was appointed as the member of the governing body and will serve as Chair. Lynda Padrta was appointed on May 5, 2025.
RECOMMENDATION:	Consider Approval Resolution No. 2025-10, Appointing Jerry Wetzel as the third member of the FASC
ATTACHMENT:	Resolution No. 2025-10 Jerry Wetzel Application



RESOLUTION NO. 2025-10

A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, APPOINTING MEMBER TO THE FINANCE AND AUDITOR SELECTION COMMITTEE (FASC)

WHEREAS, City of Neptune Beach Ordinance No. 2025-04, established a Finance and Auditor Selection Committee, pursuant to the Florida Statutes Section 218.391.

WHEREAS, Section 2-487 (a) created by Ordinance No. 2025-04, states the FASC shall consist of three (3) members, one of whom shall be a member of the governing body who shall serve as the committee Chair, the other members will be members of the public.

WHEREAS, All members of the Finance and Audit Committee shall be appointed by the Mayor and confirmed by the City Council.

WHEREAS, The terms of members of the Finance and Auditor Selection Committee shall be for two years.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Neptune Beach, Florida, hereby confirms the following FASC members:

FINANCE AND AUDITOR SELECTION COMMITTEE

Member	Type	Term	Begins	Ends
Jerry Wetzel	Member	1 st 2-year	05/19/2025	05/19/2027

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Special Council Meeting held this ____ day of ____, 2025.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved as to form and content:

Paul Waters, City Attorney



CITY OF NEPTUNE BEACH
Board Membership Application

RECEIVED

JAN 27 2025

CP

Name: <u>Jerome Jay Wetzel</u>		City Clerk's Office City of Neptune Beach
Address: <u>1821 Indian Woods Drive, Neptune Beach</u>		
Mobile Phone: <u>904-673-6225</u>	Work Phone: <u>904 580 2215</u>	
Email address: <u>jeromejwetzel@gmail.com</u>		
Occupation: <u>Senior System Administrator</u>	Place of Employment: <u>JEA</u>	
How long have you lived in the City of Neptune Beach? <u>1975</u>		
Education	Major	Did you graduate?
High School: <u>Fletcher Senior High</u>	<u>general</u>	
College: <u>University of Phoenix</u> <u>University of Phoenix</u>	<u>Bachelor of Science</u> <u>Master in Business Administration</u>	<u>yes</u>
What are your hobbies and interests?		<u>yes</u>
<u>arts, boating, theater</u>		
Which Board do you desire to serve on? (see back for description)		
☐ Community Development Board		
☐ Police Retirement Fund Board		
☒ <u>Finance Board</u>		
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
<u>Please see resume. I have extensive background in management. I work currently in municipal government so I strongly support our citizens and community</u>		
Provide a brief explanation of your interest in being appointed to this board.		
<u>I have been very interested in being a part of our local government as my current role as a civil servant. I feel exceptionally honored to serve the community and wish for a deep dive into Neptune Beach government</u>		
Are you available one night per month? <u>yes</u>		
Are you a registered voter? <u>yes</u>		
Signature: <u>Jerome J. Wetzel</u>		Date: <u>1/26/25</u>



Jerome Jay Wetzel
jeromejwetzel@yahoo.com



Summary

- **Business President Executive and Owner-** Adept and building high performance teams and utilizing innovation and strategy to meet an ever changing technology client portfolio. Responsible for day-day operations of the business including financial strategies and accounting, marketing, logistics and inventory management. Solely responsible for the sales and team for budgeting, and sales statements of work, evaluating strategic planning, problem management and public relations.
 - **Project Planning and Management-** High Energy Information Technology professional with 12 years of field experience in project management, IT administration and support. Proven ability to plan, organize, and lead technical projects and teams in both small and large corporate arenas. Innovative with Personnel and Project Management. Solid management skills. Engineered and mentored teams with proficient skills to maximize levels of productivity, while forming cohesion within the team effort. Demonstrated ability to manage resource allocation to effectively meet all commitments within budget.
 - **System Administrator-** Superb technical aptitude, analytical skills and troubleshooting ability. Demonstrated skills in managing and supporting onsite staffs, network support and troubleshooting, hardware and software support and training. Proven track record for repair and supporting end users and implement training procedures and standards to technical staffs to achieve above objectives and budget constraints. Proven ability to establish effective working relationships with team members, vendors and clients alike.
 - **Manufacturer Certified Engineer and System Administrator-** Established technical education and training from major hardware and software manufacturers in the industry. Experienced with Novel and Microsoft Operating Systems, desk side support and onsite service, server installation and maintenance, troubleshooting/consulting for multiple LAN and WAN environments.
- | | |
|---|--|
| ✚ Proven organizational skills and ability to meet deadlines. | ✚ Self teacher and Highly Motivated. |
| ✚ Analytical and cost conscious. | ✚ Cross Platform specializing with Microsoft, Novel, Apple and exposure to Sun, Linux, and Unix. |
| ✚ Valuable Customer service skills. | ✚ Certified in major operating systems and networks. |
| ✚ Ability to perform well under pressure and demonstrate creative solutions to identified issues. | ✚ Manufacturer Certified Engineer for all major hardware and software manufacturer. |
| ✚ Facility for rapid assimilation of new technologies, programs and software. | ✚ Budget and goal oriented. |
| | ✚ Highly skilled in following directions, implementing procedures and follow through. |

Manufacturer Certified Field Engineer. Certified in printers, workstations, servers, and network devices for:

IBM (12 certifications).

Compaq Products (35 certifications).

Lexmark (7 certifications).

Hewlett Packard (39 certifications).

Compaq Accredited Technician (3 Certifications)

Toshiba, Sony, Dell, NEC, Apple, Gateway, AST, 3COM, Megahertz.

Dell (5 certifications).

Certified repair technician for:

Compaq
Hewlett Packard
Lexmark
Dell
AST

IBM
Toshiba
Sony
Gateway
Megahertz

Apple
Packard Bell
NEC
3COM

Client Base and other skills

I designed and implemented pc, networks and their infrastructures for local Jacksonville companies:

- 112 West Adams Realty Corporation, A Charter Pest Control, Associated Capital Properties, Atlantic Pro Dive, American Building Inspections (Jacksonville Beach, Florida), AwShucks Seafood and Steaks, (Ponte Vedra Beach, Florida), Charles Sears Accounting, Charter Printing, Chesapeake Mortgage, (Ponte Vedra Beach, Florida), Cleveland and Shaaber, Attorneys at Law, Corfab of Florida, Inc., Duss and Roberts, Attorneys at Law, J.R. Hoffman Marketing Agency, Kentronics Alarms, Ken’s Signs and Innovations (Atlanta, Georgia), Legal to Legal, Meninak Club of Jacksonville, Oceanside Building Inspections, Orange Park Elementary School, Orange Park, Florida, Phil Brandt Factory Agents, Postmark, (Atlantic Beach, Florida), Premier Property Group, Preferred Aluminum, R.E. Glass, Remax Realty Specialists, Cheryl McLanahan RPA, Shorty’s Short Forms and Labels, The Jessie Ball Dupont Fund, Total Development Resources, (Atlantic Beach, Florida), TransCredit, Tree Steak House, Watson Realty, (Ponte Vedra Beach, Florida) and WNFT TV 47, of Jacksonville, Jacksonville Suns.
- I also printed several other menus including the original menus for Marker 32 restaurant and AwShucks, and have been a consultant for several other start up restaurants. Unfortunately these other restaurants are no longer in business one was Dollar Sushi, a Japanese restaurant and Sushi Bar, Baha Beach Club a night club that changed it’s face 4 times. Both facilities were located in the beaches. I also was a consultant for a small Mexican restaurant chain in St. Augustine, Florida of 4 stores Jeff’s Place.

Technical Skills

Operating Systems and Platforms

Expert professional advice, service and consultations with Microsoft Windows Platform from DOS, through today’s Windows 11 Operating Systems.

Experienced with Macintosh, OS II Warp, Apple, and Novel. Exposure to Linux, Unix and Sun Systems.

Networks and Tools

Accomplished in networking in all the above listed operating systems and platforms in a peer to peer and client server environment. Well versed in operating system and network conversions with platform and protocol conversions including hardware conversions, data, and server migrations. I am well versed in the hardware composition and components required for large and small networks along with implementation, repairs, and upgrades.

Proficient and experienced with the following tools:

TCP/IP.	User accounts and rights.	Client and Hosting service.
Net Beui.	Data and disaster recovery.	Local and Network Printers.
IPX/SPX .	SANS.	Token Ring and Ethernet.
Lexmark/HP Printer Network Admin.	PC’s.	Switches, Routers and Hubs.
Infrastructure/Topology development.	Peripherals File Sharing.	Server and Workstation.
Network Connectivity.	RAID.	OS and NOS conversions.
NOS Administration.	Custom PC Configuration.	
	Image implementation and testing.	

Software

Microsoft Office Suites	Corel Word Perfect Suites.	Act for Windows.
Project Management Platforms	Adobe Suites	Oracle
Webex Teams	Microsoft Teams	Quickbooks Accounting Software

Field Experience

January 1990- January 2002

Atlas Computers.
Jacksonville, Florida.

President and Executive Owner/ Operator.

As the owner of a local Jacksonville Computer company, I successfully managed and maintained a staff of 10 employees between two business locations, 1 downtown, and 1 at the Beaches on 3rd Street. My main responsibility as owner was customer relations, sales and financial management.

- I built and developed their network infrastructure including cabling, patch, hubs, routers, and switches. I successfully setup a fiber optic connection at TV 47 between their tower and their downtown office. Custom assembly of P.C.'s including all components, setup, configuration software and all related hardware/peripherals.
- I also was responsible for training and overseeing all customer installations. We had a retail store available to the public, and built many PC's for home users.
- We also ran a wholesale distribution booth at the Jacksonville Beach Blvd. Flea Market. I used this outlet to sell lower end PC's and trade ins at a large discount below retail to the public.
- As a small capital organization, I was solely responsible for all accounting, book keeping and federal, state and local tax filing.
- As Owner operator of 2 different computer companies (K.A.T.S. Consulting was my first engagement, I merged my company after 2 years with another individual as a business partner and terminated that venture due to business disagreements and financial responsibilities as joint investors). Both companies I was owner operator and responsible for maintenance plans, contracts, sales, financial management and accounting of day to day operation of the company including payroll and accounts receivable and payable, creating standards and operating profit margins

Point of Sale

Configuration, installation and maintenance of point of sale systems. Consulting and sales of point of sale system to customer. Development and backbone of infrastructure for point of sale system. Configuration of Domain and all clients within NOS system. Installation of mainframe emulation and dumb terminal systems. Setup of all tables, menus, tax tables, configurations, dining room and room setup, delivery of tickets, flow of product and cash accountability.

- I installed and maintained two point of sale systems still currently in use today one is at the Aqua Grille in Ponte Vedra Beach, and the second is The Tree Steak House in Jacksonville. I built the infrastructure including cabling, jacks, patch panels and hubs, installed the touchscreen workstations and file server. Maintained all the printers, and setup the menus and the server domain and all the users and tables. I also have a talent with graphic arts and design and printed the menus for the customer's view at the table.
- As a manager for the Sheraton at St. Johns Place, I was responsible for the maintenance and upkeep of the point of sale system for room service and both restaurants. The Hotel used an IBM point of sale system with dumb terminals. I was responsible for managing the system, and the auditors who operating the accounting of the system and each individual user.

Open Architecture PC's.

- Built and configured custom open architecture personal computers and operating systems from the ground up per customer designed.

Senior Service Technician

At Inacom, I was one of two lead network engineers and on-site support representatives. Strong team building, technician training and cohesion. Responsible for higher end projects, configurations. Liaison for troubled clients and projects. My supervisor gave me the hard to impossible tasks which included:

- Lead/onsite support for clients such as Bellsouth, Barnett Bank, Nations Bank, Bank of America, Chase Manhattan Mortgage, Suntrust Bank, PSI Medical, PGA Tours, Vistakon, Honda Incorporated, Mazda, America On Line etc...
- I successfully managed and setup Novell Clients and Servers for Suntrust Bank. At CSX I worked on OS2 and IBM Warp and AS400's.
- Trained and supervised technicians in house and on-site.
- Manufacturer trained field engineer for top manufacturers such as Compaq APS, HP, Toshiba, IBM, and Dell.
- Proven organizational skills and managerial resourcefulness, human and customer relations are my top skills.
- Online connectivity including RAS/dial up networking setup, ISP (internet), and installation of firewall software.
- File server service, and installation and administration for contracted customers such as Bellsouth, VetSmart, Barnett Bank etc... Configuration of network protocols and connectivity.
- Installation and configuration of Storage Area Networks (SANS) and RAID drive sets .
- Network administration including user accounts, file security, server management, and domain planning and trusts.
- Server and workstation installation of Server Management Software (Microsoft SMS) software including creation and distribution of packets to client.

Project Manager/ Team lead

CSX COPS (Customer Order Processing Service) Project – Project Manager responsible for maintaining servers and backups for CSX's billing system (COPS). Created images for Workstations, performed troubleshooting and managed network. Provided Help Desk support for 4 buildings with 4000 users and over 7000 computers and Servers. Wrote the training manual for the COPS Project and literally "wrote the book" on COPS Support.

PetSmart/VetSmart –. Team Lead and Project Manager got a Server and Desktop roll-out in multiple cities across Florida.

SunTrust – Team Lead and Project Manager for the multimillion dollar Y2K compliance roll-out replacing every Desktop and Server in the Florida system.

Bank of America – Assigned to the project for one day to fill in for the existing Team Lead (out sick) and impressed the client so much that they requested a permanent reassignment as Team Lead. Supervised and coordinated 40-80 Desktop Technicians for an Ethernet to Token Ring conversion and a Novell to Microsoft migration. The complexity of the project demanded 14-16 hours on-site daily for 6 months. Effectively converted a failing project into a complete success.

Nations Bank and Bank of America – Advised and assisted the respective stake holders with network administration planning and implementation. Provided technical assistance for enterprise gaps and analysis.

Project Manager/ Team Lead

Responsible for the smooth progress from inception to completion of various projects for high profile clients. Met regularly with clients and vendors to discuss progress and assist in strategic planning and prioritizing of project elements. Utilized well-honed interpersonal skills and the flexibility to react quickly to meet evolving technical and business needs. Managed outsourcing needs as they arose. Established and mentored an effective team of Technicians to assist in the implementation of contracted projects. Significant Projects included but not limited to the following:

Blue Cross/Blue Shield of Florida – Managed the multi-state retrofit roll-out of hard drives replacing a known bad group of Fujitsu hard drives in failing or determined-to-fail machines affecting approximately 1000 machines and users. As a direct result of the success of this project Compucom received the warranty service contract for this client.

National Linen Service – Led the team that replaced their Server and all Workstations as well as subsequent adds, moves and changes.

HondaNet Parts – Project Manager for the Installation of a replacement Domain as well as subsequent adds, moves and changes for Honda across Florida and Georgia.

1800Flowers – Team Lead for the roll-out of new Domain Authentication and Workstation RAS.

Omnicare Inc. – Team Lead for high profile Team Building Network setup and installation.

Bellsouth - Project Manager and Team Lead for deployment of several HP Servers and their addition to the existing Domain.

Bellsouth, Fleming Island Facility – Project Manager for design, installation and on-going maintenance of an entire Active Directory Domain and Workstation deployment. This is a 1000 seat facility.

Technical Support Analyst

Multi-faceted position responsible for providing full-service on-site technical support for contract clients including troubleshooting and repair of LAN/WAN networks, workstations and laptops as well as stand-alone computers. Established eligibility. Prepared and filed required paperwork and complete manufacturer certified warranty repairs.

- Supported end-users in a client-server and peer-to-peer Windows-based Network. Responsive and immediate repair and troubleshooting of client's workstations, laptops and networks. Provide manufacturer certified warranty repair of all computers in networked and stand alone environments for clients such as BCBS of Florida, Bellsouth, Encore Development, etc...
- Provide full service contract support for clients such as Florida Power and Light, Atlantic States Bank, BB&T and Omnicare including all networking operations, workstation deployment, and help desk functions with software and operating systems and printers. Main frame emulation and connectivity are especially vital to the full service contracts with clients such as banks and mortgage companies.

Senior System Administrator

- Design and control enterprise and patch management for critical and cyber systems. Upgrade the organization to current releases of the Windows Operating Systems.
- Migrate Physical Access System to Windows 10 from Windows 7, including regulatory Cyber Infrastructure Protection Compliance.
- Maintain and control inventory and budget of all desktop hardware including monitors and all associated peripherals.
- Manage all VoIP phone systems and support call center.
- As team lead, Improve incident response for technical teams. Trained teams on Incident Management, Release Management, Change Management and Incident Response methodology.
- Budget million dollar projects and control deployments of new facilities including design, engineering and building of Collaboration Systems.
- Troubleshoot, repair, and perform preventive maintenance on all hardware in the environment.
- System software release planning and budgeting.
- Provide user training and access for all new personnel assigned; ensure access is compatible with user's professional competencies.
- Collect, analyze, and report expense and user compliance data.
- Working knowledge, experience, analysis, of systems programming, and network management.
- Serve as a primary enterprise system administrator:
 - Webex
 - MS Teams
 - M365
 - Qless Customer Management System
 - SAVI Audio and Video Controls
- Compose scope and statements of work for enterprise deployment of Collaboration Systems including Webex, Audio, Visual, Digital Signage and system control.

Team Lead

- Highlight strong leadership skills with cross-functional team while managing budgets, customer expectations, and business support.
- Proficiency in project management, budgeting, purchasing including purchase orders and company credit cards.
- Excellent communication abilities, and a demonstrated ability to achieve business goals, showcasing functional systems with quantifiable results related to team performance and strategic initiatives.
- Drive business and product excellence.

Education

1984 General Education	Excelsior College, Albany, New York Enrolled in the Information Systems Bachelor's Degree program
1987 General Education	University of North Florida, Jacksonville, Florida Pursuing a Bachelor's Degree in Computer Sciences.
April 1994	Florida Community College, Jacksonville, Florida Associates of Arts Degree.
April 2007	University of Phoenix, Phoenix, Arizona Bachelor of Science Management
February 2011	University of Phoenix, Phoenix, Arizona Master of Business Administration

Course Studies

Undergraduate Schools

General Education Requirements for Associates Degree at Florida Community College of Jacksonville.

Capstone- This course is study in business writing excellence.

ACC 101- Fundamentals of Accounting 1- This course introduces students to the fundamental concepts and principles of accounting. It covers topics such as financial accounting, bookkeeping, and financial reporting. The focus will be on the application of basic accounting concepts and principles in enterprise and small business transactions. Students will learn how to identify, measure and report economic events of an enterprise.

ACC 102- Fundamentals of Accounting 2- This course dives deeper in topics covered in Accounting 101 and covers more in depth the Principles and Fundamentals of Accounting. This course takes an in-depth look at the key areas of the balance sheet mostly reviewed by management for decision making. Students will apply analytical methods used by management to assess the financial statements, and discuss management challenges and possible solutions for improvements. Areas of focus include receivables, plant assets, bonds, stocks, dividends and the statement of cash flows.

Fin 101- Principles of Finance- This course studies the Principles of Finance and concentrates its study on the financial management of business. Students analyze profitability, cash flow, long-term investment decisions, long-term financing decisions, short-term working capital management, mergers, acquisitions, and business failure.

Fin 201- Principles of Finance 2. This course continues the study of financial topics to include corporate finance; financial statements, taxation, and cash flow; fundamentals of financial statements; long-term financial planning and growth; valuation techniques; valuation with discounted cash flows; interest rates and bond evaluation; assessing stock valuation; net present value and investment fundamentals; investment decisions; accounting for risk and return; return, risk, and the security market line; options and corporate finance; cost of capital; financial leverage and capital structure; dividends and dividend policy; short-term financing and planning; managing cash and liquidity; credit and inventory management; and international aspects of corporate finance.

Econ 101 Principles of Economics- This course is an analysis of prices, output, and income distribution through the interaction of households and business firms in a modern Western economy. It also includes an analysis of national income and employment, economic fluctuations, monetary and fiscal policy, inflation, growth, and international aspects of macroeconomic policy. The appropriate role of government intervention is examined, and basic analytical tools are applied to current economic problems.

Comm 470 Communication and Conflict Management- Designed to explore conflict management, underlying causes of conflict, and available communication strategies for handling them. Introduces positive conflict management processes,

including active listening, principle negotiation, mediation, and nonviolent direct action. Looks at conflict literature from a communicative perspective.

- Eco 360 Environmental Economics- This course applies the theoretical economics tools to environmental issues. Special emphasis will be devoted to analyzing the role of public policy regarding the economy and the environment.
- Fin 324 Finance for Business- This course introduces the student to the essential elements of finance for business. Emphasis is placed on financial management, financial markets, and the tools, techniques, and methodologies used in making financial decisions. Topics include: financial statement analysis, time value of money, financial markets and institutions, risk and return, financial planning, and international finance.
- Hum 300 Humanities- The Global Village: This course is an overview of the humanities in the 20th century. The course covers the fine arts, war, philosophy, and social movements reflecting the developments of the information age as it moves to the communication age
- Mgt 330 Management Theory and Practice- This course explores the rich field of management in theory and practice, and as both a science and an art. Students learn to apply management concepts to current workplace issues. Other topics include increasing competitive forces, expectations for successful performance of employees and organizations, and achieving desired business goals.
- MGT 350 Principles of Management: Study of theories, research and concepts underlying the structure and processes of complex organizations. Emphasis on problem solving issues and applications in organization design, leadership, motivation and interpersonal communications.
- Pol 443 Political Science: This course analyzes the causes and dynamics of social movement activities, especially movement mobilization and development. Combining factual information with theoretical interpretations and conceptual frameworks, the course encourages reflection on the nature of social movements and their interactions with national and global political institutions they challenge. Among the course readings are texts by political scientists, sociologists, historians, and journalists.
- PSY 443 Physiological Psychology: An introduction to the biological/physiological basis for human behavior. The structure and the function of the nervous system, neuropsychological methods, sensation, emotional responses, learning, memory and psychopathology will be covered. Explores the physiological, biological, and anatomical mechanisms responsible for behavior.
- PSY 320 Cognitive Psychology: This course is a general survey of cognitive psychology including an introduction to human perception, attention, and memory. Additional areas of coverage may include knowledge, reasoning, problem solving, decision making, metacognition, language, neuroscience, multicultural perspectives, and non-human animal cognition.
- PSY 428 Ethical, Legal and Professional Issues in Psychology: A review of the ethical principles, standards, and guidelines governing the mental health disciplines, with a primary focus on the practice of psychology. Also included are the essential legal issues and mandates as these relate to professional ethics.
- PSY 430 Industrial- Organizational Psychology: This course is a study in industrial- Organizational Psychology is an applied field of psychology that focuses on people in the workplace. Course topics include employee selection, development, engagement, motivation, and performance. This course also addresses organizational behavior; how organizations affect the behavior, attitudes, and well-being of their employees.
- Res 3250- Introduction to Statistics and Data Analysis- is an introductory course in statistics intended for students in a wide variety of areas of study. Topics discussed include displaying and describing data, the normal curve, regression, probability, statistical inference, confidence intervals, and hypothesis tests with applications in the real world. Students also have the opportunity to analyze data sets using technology.
- Tec 401- Project Management- This course addresses the processes and skills needed for successful project management in the computer information systems and technology environment of business. Topics include project scoping, estimating, scheduling, budgeting, tracking, and controlling.

Graduate School

- MBA 500- Foundations of Problem-Based Learning-** This course covers the skills and techniques managers need to provide leadership and direction within a changing organizational environment. Students will examine fast-paced changes including evolving demographics and emerging technologies and how they relate to innovative talent management, leadership, and managerial responses to addressing future organizational challenges.
- MBA 520- Transformational Leadership-** This course provides students with the interpersonal skills and self-awareness needed to motivate people in the workplace and to manage group dynamics to create synergy among group members. The course will focus on the development of the skill sets necessary to elicit high commitment and productivity from people and groups through awareness of one's own values, behaviors, and decision-making tendencies.
- MBA 530- Human Capital Development-** This course applies leadership concepts to create organizational change that increases value for stakeholders. Topics include leadership theories, organizational development approaches, servant leadership, and transformation leadership.
- MBA 560- Managerial Account and Legal Aspects of Business-** In this course, students examine managerial accounting as part of the business's accounting information system and legal aspects of the business enterprise. Topics include managerial accounting and capital budgeting, cost analysis; management planning and control, negotiable instruments, secured transactions, debtor/creditor relationships, property and insurance, and legal aspects of employment and environment.
- Fin 571- Corporate Finance-** This course applies corporate finance concepts to make management decisions. Students discuss methods used to evaluate financial alternatives and create financial plans. Other topics include cash flows, business valuation, working capital, capital budgets, and long-term financing.
- MKT 571- Marketing and Analysis-** In this course, you learn to develop marketing strategies, consider how to communicate value to target markets, assess the importance of branding, and look at marketing practices through digital and social media lenses. Students will be able to apply industry knowledge to navigate digital marketing topics and evaluate impact.
- Ops 571- Operations Management-** This course introduces students to a variety of data analytic solutions. Students will examine how to retrieve real business data and create reports, create visual representations of data, manage and improve a business process, analyze long-term trends and patterns in the data, and develop actionable results that drive the business decision-making process.
- PM 571- Project Management-** This course addresses the processes and skills needed for successful project management in the computer information systems and technology environment of business. Topics include project scoping, estimating, scheduling, budgeting, tracking, and controlling
- QTN 561- Business Research-** This course introduces students to a variety of data analytic solutions. Students will learn how to retrieve real business data and create reports, support business decisions with visual representations of data, manage and improve a business process based on quantitative analysis, analyze long-term trends and patterns in the data, and develop actionable results that drive the business decision-making process.
- Str 581 Strategic Planning and Information-** This course integrates concepts from all prior courses in the program. Students apply the concepts of strategic planning and implementation to create sustainable competitive advantage for an organization. Other topics include environmental scanning, strategic analysis, corporate social responsibility, implementation, evaluation, and risk management.

Software Certifications

Microsoft Certified Professional.
Comptia A+ Certified Technician.
Toshiba TAT.
Dell Platform Specialist.
HP Platform Specialist

Microsoft Certified Networking Essentials.
Compaq APS.
IBM Platform Service Provider
Network Plus
Tekmetrics Certified Windows Administrator.

Additional Resources and Information

Previous Management Career

1990	Sheraton at St. Johns Place, Jacksonville, Florida Assistant Food and Beverage Manager, Room Service, Restaurant Manager. Department Head
1989	Scoots Take Out, Jacksonville, Florida. Assistant Fast Food Manager
1987-1989	AwShucks Restaurant, Ponte Vedra Beach, Florida Assisant Manager, Dining Room Server (Now Aqua Grille, same owner)
1984-1987	Ryans Family Steak House, Jacksonville, Florida Store Manager

Before 1990 I worked in the hospitality industry including working as a waiter and bartender Awshucks, HarborMasters, and the Tree Steak House. I was a Restaurant Manager for AwShucks, Store Manager for Ryans Family Steakhouses, and I was Assistant Food and Beverage Manager for the Marina Hotel at St. Johns Place on the Southbank of Jacksonville, formerly The Sheraton at St. Johns Place. This hotel is now the Raddison. I began my computer career selling and printing graphic arts. I also worked as an onsite manager at Jeff's Place in St. Augustine Florida while doing consulting work for them.



Agenda Item #4D
Res. No. 2025-11
CDB
Appointments

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	4D– Resolution No. 2025-11, A Resolution of the City of Neptune Beach Appointing Members to the Community Development Board
SUBMITTED BY:	Mayor Cori Bylund
DATE:	May 13, 2025
BACKGROUND:	Community Development Board member Jonathan Raiti submitted his resignation on May 13, 2025. Hilary Weatherhead was appointed as an alternate member on January 21, 2025. Jeffry DeAngelis' application was submitted in January 2025, after the last appointments had been made.
RECOMMENDATION:	Consider Approval Resolution No. 2025-11, Appointing Alternate Member Hilary Weatherhead as a Regular Member and Appointing Jeffry DeAngelis as new Alternate Member
ATTACHMENT:	Resolution No. 2025-11 Raiti resignation Weatherhead and DeAngelis Applications



RESOLUTION NO. 2025-11

A RESOLUTION APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BOARD (CDB)

RESOLVED, the City Council of the City of Neptune Beach, Florida, hereby confirms the following CDB members:

COMMUNITY DEVELOPMENT BOARD

Member	Type	Term	Begins	Ends
Hillary Weatherhead	Regular Member	Fill Unexpired Term of Jonathan Raiti	09/04/2024	09/04/2027
Jeffry DeAngelis	Alternate Member	Fill Unexpired Term of Hillary Weatherhead	02/06/2025	02/06/2026

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Special Council Meeting held this ____ day of ____, 2025.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved as to form and content:

Paul Waters, City Attorney

Jonathan Raiti
224 Bowles St.
Neptune Beach, FL

May 13, 2025

Dear Mayor Bylund, Members of City Council, and the Community Development Board,

As my current and former colleagues on the CDB are aware, over the past one and a half years my business travel has increasingly called me away during our regular meetings. Recently, due to the increased need to be present locally in our Texas office, I have decided to relocate, and am listing our house for sale. While the timing of such a sale is unknowable, its best that an alternate member of our board take my place and as their views, decisions, and interests will be more properly aligned with the long-term interests of our community. As such, I am formally submitting this letter of resignation from the Neptune Beach Community Development Board.

It has been an honor and a pleasure to work with you to help our community grow in a healthy manner. During my time on the board, we have undergone a substantial code rewrite and also initiated important historical preservation efforts. As a final note, I would like to touch on some of this unfinished work and encourage you to keep these matters in mind for the good of the community and posterity.

The code rewrite was quite comprehensive. Even while in the midst of the work on the rewrite we realized there were likely to be rough spots that would require additional review subsequent to its publication. I believe that Section 27-706 (b)(4) of the code, pertaining to non-confirming structures, is one of these areas. It is an important section with which the board should be familiar, and which impacts many existing structures as well as the community's efforts to advance historic preservation.

The recent view has been that particular sentence is unclear – i.e. is a change which decreases but does not eliminate the non-conforming the correct reading? I encourage you to review this part of the code, determine its intent, and how to restate this more clearly.

Additionally, I believe that all reasonable efforts to amend the code such that historical preservation can be facilitated and promoted are valuable and important. I applaud the efforts made to date and hope that you will sustain these efforts and initiatives to promote historic preservation, include it as an important part of the comprehensive plan, make historic preservation a meaningful finding of fact when considering variances and exceptions, and other such initiatives such that rehabilitation and preservation of historic structures can be both facilitated and incented.

Last, I'd like to express my appreciate to all the staff at Neptune Beach, especially Heather, Piper and Paul, whom together have been a great help in framing and clarifying fine but important details in the various matters that came before us.

Again, it has been a great pleasure to work with all of you and see this board invest its heart and mind into the community. I wish you all wisdom and success as you continue to guide the development of our unique beach community.

If you see me about town or care to reach out, please do.

Best regards,

Jonathan Raiti



CITY OF NEPTUNE BEACH Board Membership Application

Name: <u>Jeffrey C. DeAngelis</u>		
Address: <u>1122 Hamlet Ct. Neptune Beach FL 32266</u>		
Mobile Phone: <u>(904) 710-6426</u>	Work Phone: <u>(904) 710-6426</u>	
Email address: <u>jetfdeangelisrealtor@gmail.com</u>		
Occupation: <u>Realtor</u>	Place of Employment: <u>Fluid Realty</u>	
How long have you lived in the City of Neptune Beach? <u>about 25 years, age 10-25 and 34 to present (im 44)</u>		
Education	Major	Did you graduate?
High School: <u>Fletcher High School</u>	<u>Communications</u>	<u>yes (2005)</u>
College: <u>University of North Florida</u>		
What are your hobbies and interests? <u>Surfing, video, family</u>		
Which Board do you desire to serve on? (see back for description)		
	☐ Community Development Board	
	☒ Police Retirement Fund Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
<u>Realtor, Past NB Lifeguard, NBE volunteer,</u>		
Provide a brief explanation of your interest in being appointed to this board.		
<u>I just want to do my part as a resident/citizen.</u>		
Are you available one night per month? <u>yes</u>		
Are you a registered voter? <u>yes</u>		
Signature: <u>[Signature]</u>		Date: <u>1/13/2025</u>

RECEIVED

By Catherine Ponson at 9:09 am, Jan 14, 2025



CITY OF NEPTUNE BEACH
Board Membership Application

RECEIVED
By Catherine Ponson at 10:48 am, Dec 09, 2024

Name: Hillary Weatherhead		
Address: 1145 Hamlet Court		
Mobile Phone: 904.445.0208	Work Phone:	
Email address: hillaryweatherhead@gmail.com		
Occupation:	Place of Employment:	
How long have you lived in the City of Neptune Beach?		
30 years		
Education	Major	Did you graduate?
High School:		yes
College:	project management	yes
What are your hobbies and interests?		
gardening, reading, spending time with family		
Which Board do you desire to serve on? (see back for description)		
x	Community Development Board	
	Police Retirement Fund Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
Before becoming a stay at home mother of three, I worked in real estate sales (both for myself and for developers) for over 10 years.		
I have volunteered on HOA boards, and while working for a developer I was responsible for designing neighborhoods and community centers.		
Provide a brief explanation of your interest in being appointed to this board.		
I am particularly interested in serving on the Neptune Beach CDB because I am concerned about our growth and the preservation of our community's character as well as our Comprehensive Plan and the future of Neptune Beach and how our current Comp Plan is interpreted by developers.		
Are you available one night per month?		
yes		
Are you a registered voter? yes		
Signature: Hillary Weatherhead	Date: DEC 4, 2024	

Agenda Item #5A Senior Center Repair

Vanguard-Original Contract Funded by Fund 109-Better Jax 1/2 Cent Tax.	400,000.00	
Change Order	<u>6,050.00</u>	
Contract Amount		\$ 406,050.00

Detailed Cost		
Building	328,572.00	
Erection/set-up	25,451.00	
Poured concrete pier footer	23,836.00	
Delivery	9,655.00	
Removal & Howling accordion wall mount in Module B, & HVAC	8,218.00	
Hardie Panel Skirt	4,268.00	
Change Order	<u>6,050.00</u>	
Total Costs CIP		\$ 406,050.00

Additional Costs		
Electrical Transformers-Limbaugh	33,474.40	
HVAC Electrical Work-Crawford Electrical	3,750.00	
Replacement HVAC unit and installation of ducts	30,108.00	
Advance Plumbing	3,925.00	
Jacksons Geotechnical	2,346.00	
Other Expenditures-Interior Finishes	2,577.27	
Other Expenditures-Kitchen Equipment & Appliances	3,736.43	
Other Expenditures-Exterior Finishes	<u>26,207.77</u>	
Total Additional Costs CIP		\$ 106,124.87
Total CIP Costs (1st phase)		\$ 512,174.87

Second Phase Costs		
Other Costs	29,973.95	
Marquis Latimer & Hallback, Inc.	10,139.76	
TSG Construction	411,403.05	
Ferguson Enterprises, Inc.	4,840.34	
Core & Main	1,648.01	
American Backflow Products Co	2,178.90	
Miscellaneous-Lowes	1,200.98	
Miscellaneous-Others	3,000.00	
Platium Fire Protection	19,786.00	
River City Advertising	247.50	
Marquis Latimer & Hallback, Inc.	1,939.83	
TSG Construction	47,148.83	
Miscellaneous	<u>18,325.40</u>	
Total CIP Costs (2nd phase)		\$ 551,832.55

Total CIP Costs Recorded (1st & 2nd phases)		\$ 1,064,007.42
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Funding & Fund Raising		
	Funding	
Fund 109-Better Jax 1/2 Cent Tax	\$ 400,000.00	
Fund 109-Better Jax 1/2 Cent Tax	149,500.00	
Total Funding from Fund 109-Better Jax		\$ 549,500.00
General Fund	35,000.00	
Water & Sewer	<u>15,000.00</u>	
Total Funding from Other Funds		50,000.00
Contribution from Other Funds		\$ 599,500.00

2019-20	Donations/Fundraising	62,636.00	
2020-21	24 large Donations	104,339.08	
2020-21	233 Donations	41,690.00	
2021-22	Eckstein Foundation	100,000.00	
2021-22	Eckstein Foundation	25,000.00	
2022-23	Jane Bull Memorial (41 donations)	3,270.00	
2023-24	Eckstein Foundation	100,000.00	
2023-24	91 Donations (October 202 to April 30th, 2023)	28,047.00	
2023-24	41 Donations (May 1, 2023 to Septembr 30, 2023)	75,285.68	
20204-24	YTD - 45 Donations	<u>10,590.57</u>	
	Total Donations		\$ 550,858.33
	Total Funding for CIP		\$ 1,150,358.33
			\$ 86,350.91

	2020-21	2021-22	2022-23	2023-24	YTD 2024-25	Total
Income						
Intergovernmental COJ-CDBG)	18,970.00	83,607.00	39,053.16	59,464.66	25,022.38	226,117.20
Charges for Fees	5,035.00	4,311.00	23,609.00	36,445.00	15,601.60	85,001.60
Others	-	-	-	-	17,026.75	
Miscellaneous (Fund Raising/Donations)	75,685.00	106,418.00	183,564.36	100,263.35	10,590.57	476,521.28
Total Income	\$ 99,690.00	\$ 194,336.00	\$ 246,226.52	\$ 196,173.01	\$ 68,241.30	\$ 804,666.83
Expenditures						
Culture & Recreation	105,545.00	96,433.00	139,004.76	168,632.51	39,355.61	548,970.88
CIP	3,029.00	-	-	-	-	3,029.00
Total Expenditure	\$ 108,574.00	\$ 96,433.00	\$ 139,004.76	\$ 168,632.51	\$ 39,355.61	\$ 551,999.88
Surplus/Deficit	(8,884.00)	97,903.00	107,221.76	27,540.50	28,885.69	252,666.95
Beg Fund Bal	78,224.00	69,340.00	167,243.00	274,464.76	302,005.26	78,224.00
Ending Fund Balance	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26	\$ 330,890.95	330,890.95

	2020-21	2021-22	2022-23	2023-24	YTD 2024-25
Assets					
Equity in Pooled Cash	\$ 68,683.00	\$ 169,642.00	\$ 287,050.11	\$ 328,534.26	\$ 339,259.76
Due from Other Governments	1,085.00	1,085.00	1,110.99	1,110.99	1,110.99
Due from Other Funds	-	-	-	-	-
Total Assets	\$ 69,768.00	\$ 170,727.00	\$ 288,161.10	\$ 329,645.25	\$ 340,370.75
Liabilities					
AP and Other Liabilities	48.00	3,510.00	13,696.41	26,529.00	8,368.81
Due to Other Funds		-	-	-	-
Total Liabilities	48.00	3,510.00	13,696.41	26,529.00	8,368.81
Total Revenues	99,690.00	194,336.00	246,226.52	196,173.01	68,241.30
Total Expenditures	108,574.00	96,433.00	139,004.76	168,632.51	39,355.61
Surplus/(Deficit)	(8,884.00)	97,903.00	107,221.76	27,540.50	28,885.69
Equity and Current Surplus	\$ 78,224.00	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26
Fund Balance-End of Year	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26	\$ 330,890.95

Tuesday, September 8, 2020 Minutes: Funding for Sr Center in the amount of \$400,000 from Fund 109-Better Jax.

Moved item to the September 10th Special Meeting

Monday, November 2, 2020 Minutes: Request to construct a new Sr Center in the R-1 zoning district.
Motion Carried:

Monday, May 1, 2023 Motion: Award the low bid contract, of \$149,630, including an additional \$35,000 for the fire suppression system. In addition to a future workshop to discuss the Senior Center becoming independent from the City of Neptune Beach.

No payment has been made to reimburse any amount to the General Fund.

Fund 109-Better Jax 1/2 Cent Tax. Funds are used for projects that benefit all residents with respect to growth management, road improvements and constrction, envrnmntal protection and preservation, and public facilities.

Senior Center Water Damage

Report to City Council

February 18, 2025

Background

- Summer 2023
 - Following reports of odors, it was determined roof drains were discharging under the structure and roof seams (where six individual structures are joined) were found peeling in many places
 - Roofer patched the failing seams
 - It was assumed the odors were due to moisture entering the building from roof drains, as one inch of water is about 3,100 gallons
- Summer 2024
 - Odors were reported again
 - Contractor utilized moisture meter and identified northwest meeting room as a target
 - Wall paneling was removed, exposing wood rot and wet fiberglass insulation
 - Based upon these results, additional moisture readings were taken throughout the building
 - Water intrusion expert was hired and produced a report of findings with possible solutions

Findings – Fiber Board Panel Gaps

- Gaps allowing water entry (at vinyl trim reveal)
- Panels inconsistently secured and some pulling away due to failing nails
- Difficult to install caulk in narrow gaps
- No sealant in joint between modular units



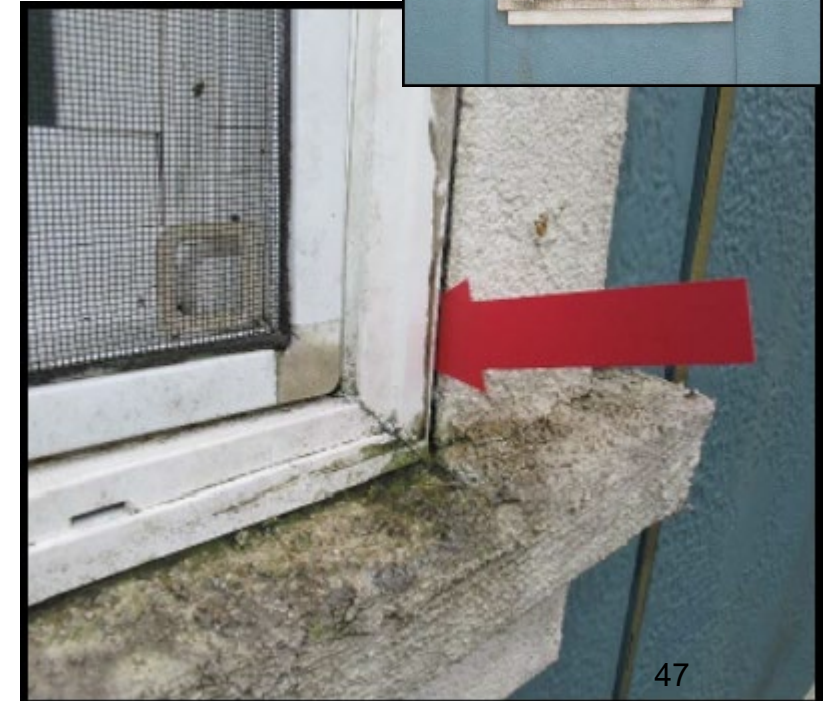
Findings – Stucco Trim Along Parapet Wall

- Exposed mesh due to lack of stucco; typical throughout
- Cracking as shown is typical
- Metal wall flashing behind stucco assembly would prevent building entry; however, water could enter through unsealed penetrations below flashing
- Water entering stucco assembly would damage OSB roof deck below metal roof panels



Findings – Stucco Trim Around Windows and Doors

- Typical cracking and loss of sealant allowed water intrusion and damaged OSB siding
- Window fasteners rusted
- Trim over door in northwest room damage
- Windows were not wrapped with moisture barrier and taped



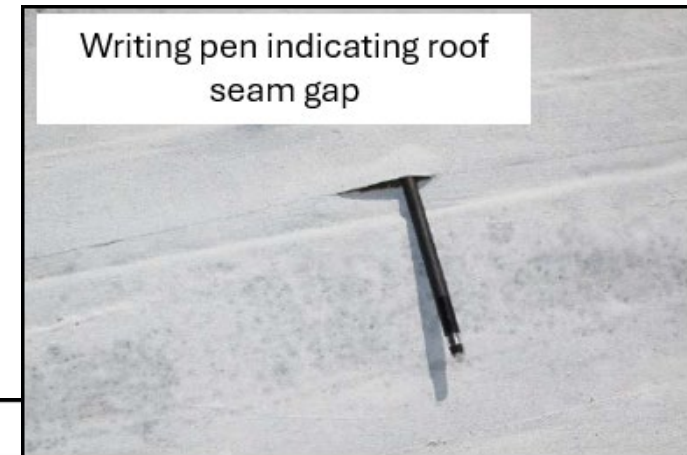
Findings – Roof

- Roof is single-ply membrane, pitched east/west directing water to drains
- Rigid insulation not utilized; attic space contains fiberglass insulation
- Membrane in corners not properly fabricated
- Sealant failing at various membrane penetrations



Findings – Roof

- Roof membrane seam failure where individual building units are joined
- Water damage to OSB found around drain in reported leak location
- Method of drains installation and location in question



Roof

15. Field Observations:

Location: East roof parapet wall

Roof drain installed too close to the parapet does not allow adequate distance for proper installation of the roof membrane and drain assembly.

No drain sump was observed, the drain bowl appeared to be installed on the roof deck.



Repair Options

- Option 1 – Apply sealants, caulk joints, secure loose exterior panels, repair penetrations, repair stucco trim. Apply elastomeric coating to building exterior. Seal roof penetrations, adjust roof drains and repair affected roof, seal penetrations in parapet wall including termination bar. Install metal coping over parapet wall.
 - Pro: Least expensive
 - Con: Labor intensive and will require on-going inspection (original sealants failed within five years), difficult to apply caulks and sealants to tight gaps of fiber cement panels, no guarantee all water entry points controlled. Undiscovered roof leaks.
- Option 2 – Same as Option 1 but stucco trim is replaced with pressure treated wood or fiber board trim. Replacement of stucco trim along parapet wall will require reconfiguration of metal roof-to-wall flashings over porch roof.
 - Pro: Eliminates stucco trim
 - Con: Same labor intensity as Option 1, and increased cost associated with stucco removal and replacement. Undiscovered roof leaks.

Options 1 and 2 - Add batten board instead of attempting to caulk fiber panel joints

Repair Options

- Option 3 – Cover or replace existing fiber cement panels with building wrap and fiber cement lap siding. Replace stucco trim with pressure treated wood or fiber board. Remove parapet wall, roof drains and install new roof system.
 - Pros: Complete building envelope rehabilitation. More “home-like” appearance.
 - Cons: More costly initially (but lower inspection and maintenance required)
- Option 4 – Only replace the north and west exteriors because east and south protected by deck roof. Seal/caulk all other gaps. Apply elastomeric coating to building exterior. Roof repairs same as Options 1 and 2: Seal roof penetrations, adjust roof drains and repair affected roof, seal penetrations in parapet wall including termination bar. Install metal coping over parapet wall.
 - Pros: Less costly than Option 3, but affords increased protection on north and west
 - Cons: North and west exterior would be different than east and south. Undiscovered roof leaks.

Options 3 and 4 – Use
commercial-grade vinyl siding

Project Delivery Options and Estimates

- Water intrusion report shared with contractors for options and budget development
- Excluded are repairs to interior, including drywall. Ductwork is resolved.
- Piggyback Contract versus Bid
 - Piggyback avoids delay with bidding, but limits choices and market-cost test
 - Bid will require some level of specifications to be developed
- ACON Construction – Piggyback through COJ contract
 - CONB prior experience with Neptune House contract
 - Fully rebuilt roof – \$80,850
 - ½” Densdeck Coverboard throughout, drains, Carlisle Sure-Weld TPO 0.060, flashing, etc.
 - 20-year no dollar limit warranty from manufacturer
 - Exterior - \$125,495
 - North and West sides - Remove windows, wrap exterior, reinstall windows, insulation, and new Hardi Panels, trim and paint; General Conditions, contingency for unseen conditions
 - East and South sides as well - additional \$25,245

Project Delivery Options and Estimates

- Tremco – Piggyback through Omnia Partners
 - Exterior and Minor Roof Repair - \$235,000
 - Proposing a metal panel, exposed fastener wall system for all four sides; 20-year labor and material warranty
 - Waterproofing building wrap, sealant and waterproofing windows
 - Minor roof repairs around drains; five-year warranty
 - New coping installed at roof to wall connection
 - Exterior and Major Roof - \$310,000
 - Same exterior package
 - New roofing membrane mechanically attached **over** current system
 - 15-year material and labor warranty for roof
- Contractor not under piggyback
 - New roof and lap siding on all sides - \$170,000



Replacement Options

- Demolish existing prefabricated modular building, rebuilding with traditional around existing deck and its roof
 - ACON Construction indicates too difficult and would result in the additional cost of elevating the new structure (stem wall) to meet deck elevation
- Build new at Jarboe Park, possibly connecting to Neptune House
 - Neptune House builder ACON Construction indicates current price per foot of \$300 to \$1,000 for commercial construction
 - Neptune House was \$481k in 2018 (~ 2,100 sf) – “...before COVID and all the storms and inflation which has the new building cost nearly triple”

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **ACON CONSTRUCTION COMPANY, INC.**, (“Contractor”), concerning that certain contract with **CITY OF JACKSONVILLE**, (“COJ”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, The City of Jacksonville awarded a bid solicitation through Request for Qualifications #CDB-0112-21 to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“COJ Contract”), a copy of which is retained on file with City Clerk, along with a complete set of the associated procurement documents; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach to perform certain design and build services for the City’s Senior Activity Center located at 2004 Forest Avenue, Neptune Beach, Florida 32266 (“Senior Center”);

therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the COJ Contract except as amended herein; and

WHEREAS, the COJ Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the COJ Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the COJ Contract are incorporated by reference herein.

2. Amendments. The COJ Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the COJ Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the COJ Contract and terms of this Agreement, the terms of this Agreement shall prevail. The City of Neptune Beach and its equivalent staff and address shall be substituted for the COJ and its staff and addresses, as may be required in the awarded COJ Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Scope(s) of Work

(a) Preliminary Inspection. To adequately provide a quotation for the work required to complete the repairs to the Senior Center, the Contractor shall perform a preliminary inspection which requires “teardown” of portions of the existing structure and an examination by a design professional and the Contractor. The preliminary inspection shall be in accordance with terms and conditions contained in the scope of services provided in **Exhibit “A”** which is attached hereto and made a part hereof. The results of the preliminary inspection shall be used to prepare a design build contract as described herein. The City shall pay Contractor for the preliminary inspection in accordance with the terms of the scope of services contained in **Exhibit “A”**. Upon payment, the results of the preliminary inspection shall be the property of the City.

(b) Design Build Contract. A condition precedent to performing any repairs to the Senior Center shall be the approval of a design build contract by the City Council, which shall be in the form of an amendment to this Agreement. The design build contract shall consist of a proposal of work including design services, along with a schedule of values, materials, costs (at a gross maximum price) and project timeline. The City Council may approve, approve with conditions or deny the design build contract. This Agreement shall become null and void upon denial of

the Contractor's proposed design build contract. Once approved, the Amendment shall be binding upon the Parties.

4. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) 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.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CATHERINE PONSON, CITY CLERK
(904) 270-2400
CLERK@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

5. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section

119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Duval County Circuit Court on an expedited basis to enforce the requirements of this section.

6. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by COJ in the COJ Contract in derogation hereof shall be void and of no force or effect.

7. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

8. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

9. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida

Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

10. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

11. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

12. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

13. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

14. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. This agreement may be signed in counterparts and electronic copies and signatures shall be deemed as if originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 11 "No coercion for labor or services" and that the facts stated in it are true.

THE CITY OF NEPTUNE BEACH:

By:

Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By:

City Clerk

ACON CONSTRUCTION COMPANY, INC.:

Signature:

Print Name: Frank Anderson

Print Title: VP

STATE OF Florida

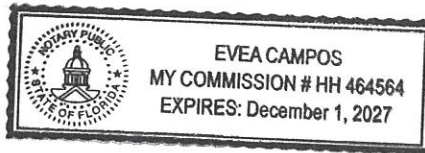
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of March, 2025, by Frank Anderson of ACON Construction a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Evea Campos

Signature of Notary Public - State of Florida
Evea Campos

Printed/Typed/Stamped Name of Notary



Approved as to Legal Form and Content by:

Paul Ruiz

Vose Law Firm, City Attorney

ACON Construction Co., Inc. ▲▼▲▼▲▼▲▼▲▼▲▼▲▼

3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Mar 12, 2025

City of Jacksonville
Department of Public Works
Engineering and Construction Management
214 N. Hogan Street
Jacksonville, FL 32202

Attention: Deryle Calhoun

Reference: Neptune Beach Senior Center Exterior Repairs
DB Contract #71629—22 "Piggyback"

We are pleased to provide this proposal for the work on the subject project under the guidelines of the referenced contract.

The scope of this project is to provide for detailed investigation of the structural conditions of the senior center and to develop details for waterproofing the structure in the next phase. ACON will expand on the Maxwell Engineers report provided by the city. Specifically, ACON will expose added structural members at various exterior wall conditions and will cover those after inspection by our Structural Engineer. In addition, we will accompany the engineer in assessing the "building to pier" locations to ensure the excessive water intrusion has not damaged that very important building system component. The structural engineer will also assess the weight of the roof-over to ensure building structural integrity is maintained. After this inspection, ACON and its design team will present a report of findings to the city with a plan to provide options for moving forward to another phase. The goal is to substantiate the Maxwell Report and provide the plan to waterproof the building. Should minor structural issues be discovered, the proposed plan will include those repairs...should major repairs be needed, the next steps will be discussed. We will negotiate a proposal to be submitted for the next phase once the inspection is complete, report provided, and plans developed.

Our Guaranteed Maximum Price (GMP) for this of the project as stated is \$35,310.00.

The Guaranteed Completion Date (GCD) will be 60 days from Notice to Proceed (NTP).

Breakdowns follow this letter. Please contact me if you have any questions or need further information.

Sincerely,



Frank Anderson
CM and VP Operations

ACON Construction Company DB Contract 71629-22 "Piggyback"					
Neptune Beach Senior Center Exterior Repairs Proposal			DATE: 3/12/25		
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	20	\$110.00	\$2,200.00
	Supervision	Hrs	24	\$75.00	\$1,800.00
	Administration	Hrs	8	\$75.00	\$600.00
	Architect Fees for Plans and Report plus Structural Engineer Assessment	LS	1	\$17,500.00	\$17,500.00
	Allowance for selective demolition to expose structural members for engineer assessment...includes temp dry-in after inspection	LS	1	\$7,500.00	\$7,500.00
	Contingency per Base Contract	LS	1	\$2,500.00	\$2,500.00
	Subtotal				\$32,100.00
	DB Fee 10%	LS	1	\$3,210.00	\$3,210.00
			TOTAL		\$35,310.00

\$ 17,500⁰⁰

EXHIBIT "A"

V.R.L

Architects, Inc.
License #AAC001735

Stephen F. Lazar, AIA, LEED®AP

10609 Old St. Augustine Road
Jacksonville, Florida 32257

904-723-3895

10 Mar 2025

ACON Construction Company, Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224

Atten: Frank Anderson, Vice President, Operations

Re: Water Intrusion Repair for the City of Neptune Beach Senior Center

Frank:

After visiting the site for the above captioned project, and reviewing related documents, VRL Architects will consult with ACON to address roof and exterior wall leaks as defined in the report of Limited Visual Water Intrusion Assessment prepared 5 December 2024 by Maxwell Engineers, Inc., Coral Gables. We will approach this work in two phases.

Phase I

Initial inspection and evaluation study:

VRL Architects will coordinate with ACON staff and the structural engineer, Jude

- * Kostage, P.E. to confirm structural issues, eg.: the foundation structure, which were not identified within the Visual Water Intrusion Assessment. This structural work will include analysis to ensure roof-over weight is tolerable for the building as well as visual evaluation by engineers.

Phase II

VRL will prepare permit drawings to correct existing construction/design deficiencies as identified in the Water Intrusion Assessment and additional investigations. The Scope of Work incorporating the re-roofing proposal of Alpha House Construction, Inc. will be confirmed in Phase II.

Compensation:

Phase I Lump sum fee

Phase II fee will be determined by Scope of Work confirmation.

* ACON will carry A \$7,500⁰⁰
allowance under contract for this work
\$10,000.00
7,500.00
\$17,500.00

If this proposal is acceptable, please return a signed copy to this office.

Sincerely,
VRL Architects, Inc.



Stephen F. Lazar, Architect

Accepted for ACON Construction Company Co. Inc.



**Agenda Item #5B
Pump Station Panel**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Pump Station Control Panel Replacements – Oceanwood/Cherry Street, Bay Street and Lighty Lane
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	May 13, 2025
BACKGROUND:	The Oceanwood/Cherry Street and Bay Street pump station panels are old mercury-containing technology from the 1980s that was generally phased out in the early 2000s. Lighty Lane is controlled by a float system. Replacing these aging panels will ensure stations operate reliably and permit the addition of SCADA which will be requested in the FY26 budget for all stations. Adding SCADA will permit remote control of pumps during high flow events such as hurricanes and eliminate weekend pump station checks on overtime. The panel replacements requested are included in the FY25 budget. Staff received the following quotes or no-quotes: • Power and Pumps and Limbaugh Electric \$62,025.00 • Power and Pumps (panels only) \$45,525.00 • Limbaugh Electric (installation only) \$16,500.00 • After Hours Electric (includes installation) \$71,747.00 • No-Quotes: Limbaugh Electric, EF Lea Electric, J Williams Industrial
BUDGET:	Budget report on 5.12.25 indicates an FY25 Original Budget for Sewer Services, Improvements – Not Buildings (401-4335-535-60-63) of \$2,754,000.00, Current Budget \$2,166,630.35 with Budget Available of \$2,071,683.70.
RECOMMENDATION:	• Award to Power and Pumps in the amount of \$45,525.00 • Award to Limbaugh Electric in the amount of \$16,500.00
ATTACHMENT:	• Power and Pump quotes • Limbaugh Electric quotes • After Hours Electric quotes • No-Quote documentation



803 N Myrtle Ave
Jacksonville, FL 32204-1033
Phone 904.356.5881

QUOTATION

Quote Expires On: 06/06/2025

Quote Number	
1476800	
Quote Date	Page
05/06/2025	1 of 4

Bill To:

CITY OF NEPTUNE BEACH
2010 FOREST AVE.
NEPTUNE BEACH, FL 32266
US

904-270-2400

Ship To:

CITY OF NEPTUNE BEACH
2010 FORREST AVE
NEPTUNE BEACH, FL 32266
US

Customer ID: 1063907

Requested By: TROY KING

Customer Reference / RFQ #				Terms	Quoted By	
BAY PANEL QUOTE				Net 30	RICK.DENUCCI	
Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Delivery Instructions: BEST WAY GROUND PPD & ALLOW

1.00	0.00	1.00	EA	DYNA250124-3	12059.75	12059.75
BAY DUPLEX PUMP PANEL QUOTE						
230V 3PH 4W, NEMA 3R, PAINTED WHITE ALUMINUM						
ENCLOSURE WITH SUN SHIELDS AND INNER SWING						
PANEL, 3PT LATCH, MAINCB/GEN CB W/SLIDE BAR						
INTERLOCK, GEN RECPT, PUMP CBs, NEMA						
SIZE 1 STARTERS, CONTROL POWER CB, SC1000						
CONTROLLER, PMR RELAYS,						

Quote Number	
1476800	
Quote Date	Page
05/06/2025	2 of 4

Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Order Line Notes: MPE PHASE MONITOR, ALARM STROBE,
ALARM HORN
W/INTERGAL SILENCE
1 40A, EATON 480V 2 EACH
2 CB. Multiwire Connector: EG Frame. 100A. 3
P.3w. 14-2 1 EACH
3 DINRAIL MOUNTING KIT FOR EGE CB 4
EACH
4 SLIDING BAR INTERLOCK KIT EG
CIRCUIT BREAKERS 1 EACH
5 CB, EATON, PD, 20A, 480/240, 18/25kA 2
EACH
6 CB.. 1P. 10A. 120/240V. Q frame 10KAIC 1
EACH
7 CB. Front Mnt. Clip. 1P. Q Frame 1 EACH
8 CB, 1P, 3A, Miniature 1 EACH
9 Starter. FVNR. NEMA Size 1. 27A. 7.5/7.5/10
HP. 208/240/480V 2 EACH
10 Aux. Contact. NEMA 2 NO. side mtd. W/
Size 00-2 2 EACH
11 Thermal O/L Heater
Pack.3P.Bimetallic.Ambient compensated.ST 2
EACH
12 FUSE, HOLDER, ALLEN BRADLEY 3
POLE, CLASS CC, 30A 1 EACH
13 FUSES LOT 1 EACH
14 GEN RECPT, MELTRIC, 100A, 600V, 4P,
5W 1 EACH
15 RELAY, FINDER, 4PDT, 120V 7 EACH

Quote Number	
1476800	
Quote Date	Page
05/06/2025	3 of 4

Quantities				Item ID	Item Description	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure				

Order Line Notes:

16 RELAY SOCKET, FINDER, BLUE 7 EACH
17 TIMER MODULE, FINDER 1 EACH
18 MOUNTING KIT, SPD, SDS 1 EACH
19 SPD. 3 Phase. 4 Wire. 208/240/480 Volt. 40 KA/Phase 1 EACH
20 STROBE, RED, 120V 1 EACH
21 ALARM HORN, 120V, INTEGRAL SILENCE 1 EACH
22 Receptacle, 15A, 125 VAC 5-15R, single, White. 1 EACH
23 ETM. 6 DIGIT. REDINGTON, 120VAC. ROUND 2 EACH
24 SPACE FOR FUTURE CUSTOMER EQUIP 1 EACH
25 SW. Plastic Latch 800F 2 EACH
26 PILOT. Monolithic. 22mm(IP66. 4/13. IP66). Green. Integrat 2 EACH
27 SW. 3 Position Selector Switch. 22mm-Plastic. Maintained. 2 EACH
28 SW. Contact Block. 22.5mm. 1 N.O.. Screw. 800F 4 EACH
29 Standard Feed-Thru Terminal Block 10A 300V 15 EACH
30 TERMINAL BLOCK, ALLEN-B, 1P , 30 EACH
31 Terminal Block End Anchor 7 EACH
32 ENCL, N4X, 42X30X12 304SS, INNER SWING PANEL, 3PT, BACKPANEL 1 EACH

1.00	0.00	1.00	EA	MPELSC1000-E	2029.55	2029.55
SC1000 Station Controller						
1.00	0.00	1.00	EA	MPEL001-DVM-118	132.34	132.34
001-DMV-118 DUAL VOLTAGE PHASE MONITOR						
MP ELECTRONICS, 8 PIN						
2.00	0.00	2.00	EA	MPELPMR-1	313.39	626.78
PUMP MONITOR RELAY						
INCLUDES SOCKET						
1.00	0.00	1.00	EA	MPELLM-10-50	1337.11	1337.11
LM-10-50 LEVEL MONITOR						
2.00	0.00	2.00	EA	SJER1010963	145.95	291.90
SF 50FT INTERNAL WT N.O. BAG						



803 N Myrtle Ave
Jacksonville, FL 32204-1033
Phone 904.356.5881

QUOTATION

Quote Expires On: 06/06/2025

Quote Number	
1476800	
Quote Date	Page
05/06/2025	4 of 4

Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Total Lines: 6

SUB-TOTAL: 16,477.43
TAX: 0.00
AMOUNT DUE: 16,477.43

NOTE: Modified products are non-returnable/non-cancellable.

All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.

All returns must have prior approval. All returns are subject to a minimum 25% restock fee.

Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

Every sale of goods or performance of services by POWER & PUMPS, INC. (P&P), a Division of Motion and Control Enterprises, LLC (MCE) is exclusively subject to, and expressly conditioned upon, your acceptance of the terms in this Order Acknowledgement and MCE's Terms and Conditions, which are available at <https://mceautomation.com/terms-conditions> and made a part of this agreement as if fully set forth herein. Acceptance of goods or services shall constitute conclusive acceptance of MCE's Terms and Conditions. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to MCE's Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of POWER & PUMPS, INC. (P&P), a Division of Division of Motion and Control Enterprises, LLC (MCE)

Credit Card Convenience Notice: A convenience fee of 3% will be charged for each credit card transaction processed.

Notice: All invoices are subject to a 5% import tariff as a result of tariffs imposed by the US Government Executive Orders.



803 N Myrtle Ave
Jacksonville, FL 32204-1033
Phone 904.356.5881

QUOTATION

Quote Expires On: 06/06/2025

Quote Number	
1476802	
Quote Date	Page
05/06/2025	1 of 3

Bill To:

CITY OF NEPTUNE BEACH
2010 FOREST AVE.
NEPTUNE BEACH, FL 32266
US

904-270-2400

Ship To:

CITY OF NEPTUNE BEACH
2010 FORREST AVENUE
NEPTUNE BEACH, FL 32266
US

Customer ID: 1063907

Requested By: TROY KING

Customer Reference / RFQ #				Terms	Quoted By	
LIGHTY LN DUPLEX PUMP PANEL				Net 30	RICK.DENUCCI	
Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Delivery Instructions: BEST WAY GROUND PPD & ALLOW

1.00	0.00	1.00	EA	DYNA250124-4	10444.25	10444.25
LIGHTY LN DUPLEX PANEL (MPE DUPLEXER) 230V 1PH 3W, NEMA 3R PAINTED WHITE ALUMINUM ENCLOSURE WITH SUN SHIELDS AND INNER SWING PANEL, 3PT LATCH, MAINCB/GEN CB W/SLIDE BAR INTERLOCK, GEN RECPT, PUMP CBs, NEMA SIZE 1 STARTERS, CONTROL POWER CB, DUPLEXER, PMR RELAYS,						

Quote Number	
1476802	
Quote Date	Page
05/06/2025	2 of 3

Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Order Line Notes: VOLTAGE MONITOR, ALARM STROBE,
ALARM HORN
W/INTERGAL SILENCE
1 CB, 3P 40A, EATON 480V 2 EACH
2 CB. Multiwire Connector: EG Frame. 100A. 3
P.3w. 14-2 1 EACH
3 DINRAIL MOUNTING KIT FOR EGE CB 4
EACH
4 SLIDING BAR INTERLOCK KIT EG
CIRCUIT BREAKERS 1 EACH
5 CB. 2P. 40A. 240V. Q Frame. 10KAIC 2
EACH
6 CB.. 1P. 10A. 120/240V. Q frame 10KAIC 1
EACH
7 CB. Front Mnt. Clip. 1P. Q Frame 5 EACH
8 CB, 1P, 3A, Miniature 1 EACH
9 Starter. FVNR. NEMA Size 1. 27A. 7.5/7.5/10
HP. 208/240/480V 2 EACH
10 Aux. Contact. NEMA 2 NO. side mtd. W/
Size 00-2 2 EACH
11 Thermal O/L Heater
Pack.3P.Bimetallic.Ambient compensated.ST 2
EACH
12 FUSE, HOLDER, ALLEN BRADLEY 2
POLE, CLASS CC, 30A 1 EACH
13 FUSES LOT 1 EACH
14 GEN RECPT, MELTRIC, 100A, 600V, 4P,
5W 1 EACH
15 RELAY, FINDER, 4PDT, 120V 7

Order Line Notes: 16 RELAY SOCKET, FINDER, BLUE 7
17 TIMER MODULE, FINDER 1
18 MOUNTING KIT, SPD, SDS 1 EACH
19 SPD. 3 Phase. 4 Wire. 208/240/480 Volt. 40
KA/Phase 1 EACH
20 STROBE, RED, 120V 1 EACH
21 ALARM HORN, 120V, INTEGRAL
SILENCE 1 EACH
22 Receptacle, 15A, 125 VAC 5-15R, single,
White. 1 EACH
23 ETM. 6 DIGIT. REDINGTON, 120VAC.
ROUND 2 EACH
24 SPACE FOR FUTURE CUSTOMER EQUIP
1 EACH
25 Standard Feed-Thru Terminal Block 10A
300V 15 EACH
26 TERMINAL BLOCK, ALLEN-B, 1P , 30
EACH
27 Terminal Block End Anchor 7 EACH
28 ENCL, N4X 304SS, 36X30X12, W/INNER
SW PANEL, 3PT 1 EACH

Quote Number	
1476802	
Quote Date	Page
05/06/2025	3 of 3

Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		
1.00	0.00	1.00	EA	MPEL010-120-122P 010-120-122P DUPLEXER CONTROLLER SCADA READY, MODBUS RTU PROTOCOL PLUG-IN PUMP CONTROLLER FOR DUPLEX LIFT STATION APPLICATIONS	715.25	715.25
1.00	0.00	1.00	EA	MPEL004-230-118 004-230-118 VOLTAGE MONITOR	200.06	200.06
2.00	0.00	2.00	EA	MPELPMR-1 PUMP MONITOR RELAY INCLUDES SOCKET	313.39	626.78
4.00	0.00	4.00	EA	SJER1010963 SF 50FT INTERNAL WT N.O. BAG	145.95	583.80

Total Lines: 5

SUB-TOTAL: 12,570.14
TAX: 0.00
AMOUNT DUE: **12,570.14**

NOTE: Modified products are non-returnable/non-cancellable.

All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.

All returns must have prior approval. All returns are subject to a minimum 25% restock fee.

Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

Every sale of goods or performance of services by POWER & PUMPS, INC. (P&P), a Division of Motion and Control Enterprises, LLC (MCE) is exclusively subject to, and expressly conditioned upon, your acceptance of the terms in this Order Acknowledgement and MCE's Terms and Conditions, which are available at <https://mceautomation.com/terms-conditions> and made a part of this agreement as if fully set forth herein. Acceptance of goods or services shall constitute conclusive acceptance of MCE's Terms and Conditions. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to MCE's Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of POWER & PUMPS, INC. (P&P), a Division of Division of Motion and Control Enterprises, LLC (MCE)

Credit Card Convenience Notice: A convenience fee of 3% will be charged for each credit card transaction processed.

Notice: All invoices are subject to a 5% import tariff as a result of tariffs imposed by the US Government Executive Orders.



AN MCE COMPANY

803 N Myrtle Ave
Jacksonville, FL 32204-1033
Phone 904.356.5881

QUOTATION

Quote Expires On: 06/06/2025

Quote Number	
1476792	
Quote Date	Page
05/06/2025	1 of 4

Bill To:

CITY OF NEPTUNE BEACH
2010 FOREST AVE.
NEPTUNE BEACH, FL 32266
US

904-270-2400

Ship To:

CITY OF NEPTUNE BEACH
2010 FORREST AVE
NEPTUNE BEACH, FL 32266
US

Customer ID: 1063907

Requested By: TROY KING

Customer Reference / RFQ #				Terms	Quoted By	
OCEANWOOD DUPLEX PUMP PANEL QUOTE				Net 30	RICK.DENUCCI	
Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Delivery Instructions: BEST WAY GROUND PPD & ALLOW

1.00	0.00	1.00	EA	DYNA250124-2	12059.75	12059.75
OCEANWOOD DUPLEX CONTROL PANEL 230V 3PH 4W, NEMA 3R, PAINTED WHITE ALUMINUM ENCLOSURE WITH SUN SHIELDS AND INNER SWING PANEL, 3PT LATCH, MAINCB/GEN CB W/SLIDE BAR INTERLOCK, GEN RECPT, PUMP CBs, NEMA SIZE 1 STARTERS, CONTROL POWER CB, SC1000 CONTROLLER, PMR RELAYS,						

Quote Number	
1476792	
Quote Date	Page
05/06/2025	2 of 4

Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Order Line Notes: MPE PHASE MONITOR, ALARM STROBE,
ALARM HORN
W/INTERGAL SILENCE
1 CB, 3P, 480V, 70AMP 2 EACH
2 CB. Multiwire Connector: EG Frame. 100A. 3
P.3w. 14-2 1 EACH
3 DINRAIL MOUNTING KIT FOR EGE CB 4
EACH
4 SLIDING BAR INTERLOCK KIT EG
CIRCUIT BREAKERS 1 EACH
5 CB, EATON, PD, 40A, 480/240, 3P 18/25kA 2
EACH
6 CB.. 1P. 10A. 120/240V. Q frame 10KAIC 1
EACH
7 CB. Front Mnt. Clip. 1P. Q Frame 1 EACH
8 CB, 1P, 3A, Miniature 1 EACH
9 Starter. FVNR. NEMA Size 1. 27A. 7.5/7.5/10
HP. 208/240/480V 2 EACH
10 Aux. Contact. NEMA 2 NO. side mtd. W/
Size 00-2 2 EACH
11 Thermal O/L Heater
Pack.3P.Bimetallic.Ambient compensated.ST 2
EACH
12 FUSE, HOLDER, ALLEN BRADLEY 3
POLE, CLASS CC, 30A 1 EACH
13 FUSES LOT 1 EACH
14 GEN RECPT, MELTRIC, 100A, 600V, 4P,
5W 1 EACH
15 RELAY, FINDER, 4PDT, 120V 7 EACH
16 RELAY SOCKET, FINDER, BLUE 7 EACH

Quote Number	
1476792	
Quote Date	Page
05/06/2025	3 of 4

Quantities				Item ID	Item Description	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure				

Order Line Notes:

17 TIMER MODULE, FINDER 1 EACH
18 MOUNTING KIT, SPD, SDS 1 EACH
19 SPD. 3 Phase. 4 Wire. 208/240/480 Volt. 40 KA/Phase 1 EACH
20 STROBE, RED, 120V 1 EACH
21 ALARM HORN, 120V, INTEGRAL SILENCE 1 EACH
22 Receptacle, 15A, 125 VAC 5-15R, single, White. 1 EACH
23 ETM. 6 DIGIT. REDINGTON, 120VAC. ROUND 2 EACH
24 SPACE FOR FUTURE CUSTOMER EQUIP 1 EACH
25 SW. Plastic Latch 800F 2 EACH
26 PILOT. Monolithic. 22mm(IP66. 4/13. IP66). Green. Integrat 2 EACH
27 SW. 3 Position Selector Switch. 22mm-Plastic. Maintained. 2 EACH
28 SW. Contact Block. 22.5mm. 1 N.O.. Screw. 800F 4 EACH
29 Standard Feed-Thru Terminal Block 10A 300V 15 EACH
30 TERMINAL BLOCK, ALLEN-B, 1P , 30 EACH
31 Terminal Block End Anchor 7 EACH
32 ENCL, N4X, 42X30X12 304SS, INNER SWING PANEL, 3PT, BACKPANEL 1 EACH

1.00	0.00	1.00	EA	MPELSC1000-E	2029.55	2029.55
SC1000 Station Controller						
1.00	0.00	1.00	EA	MPEL001-DVM-118	132.34	132.34
001-DMV-118 DUAL VOLTAGE PHASE MONITOR						
MP ELECTRONICS, 8 PIN						
2.00	0.00	2.00	EA	MPELPMR-1	313.39	626.78
PUMP MONITOR RELAY						
INCLUDES SOCKET						
1.00	0.00	1.00	EA	MPELLM-10-50	1337.11	1337.11
LM-10-50 LEVEL MONITOR						
2.00	0.00	2.00	EA	SJER1010963	145.95	291.90
SF 50FT INTERNAL WT N.O. BAG						



803 N Myrtle Ave
Jacksonville, FL 32204-1033
Phone 904.356.5881

QUOTATION

Quote Expires On: 06/06/2025

Quote Number	
1476792	
Quote Date	Page
05/06/2025	4 of 4

Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Total Lines: 6

SUB-TOTAL: 16,477.43

TAX: 0.00

AMOUNT DUE: 16,477.43

NOTE: Modified products are non-returnable/non-cancellable.

All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.

All returns must have prior approval. All returns are subject to a minimum 25% restock fee.

Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

Every sale of goods or performance of services by POWER & PUMPS, INC. (P&P), a Division of Motion and Control Enterprises, LLC (MCE) is exclusively subject to, and expressly conditioned upon, your acceptance of the terms in this Order Acknowledgement and MCE's Terms and Conditions, which are available at <https://mceautomation.com/terms-conditions> and made a part of this agreement as if fully set forth herein. Acceptance of goods or services shall constitute conclusive acceptance of MCE's Terms and Conditions. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to MCE's Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of POWER & PUMPS, INC. (P&P), a Division of Division of Motion and Control Enterprises, LLC (MCE)

Credit Card Convenience Notice: A convenience fee of 3% will be charged for each credit card transaction processed.

Notice: All invoices are subject to a 5% import tariff as a result of tariffs imposed by the US Government Executive Orders.

Limbaugh Electrical Contracting, Inc.

42 West 8th Street
Atlantic Beach, Florida 32233
Phone (904) 241-9051
Fax (904) 249-0703
EC 13002296

Jeremy@LimbaughElectrical.com

April 24, 2025

The City of Neptune Beach
2010 Forest Ave.
Neptune Beach, FL 32266
C/O Troy King
904-749-0079

Project;
Bay Street Lift Station
427 Bay St.
Neptune Beach, FL 32266

Labor and materials to complete the following;

- Provide temporary power to control a single pump during the control panel replacement
- Remove the existing lift station control panel and level controls
- Install new control panel provided by The City of Neptune Beach and connect to the existing electric service
- Install 1 – 1 ½" PVC conduit from the new control panel to the existing well for the new transducer
- Install 1 – 1 ½" PVC conduit from the new control panel to the existing well for the new back up floats
- Provide and install a stainless steel rack in the wet well to mount the new floats and transducer
- Install and wire the new transducer and back up floats provided by The City of Neptune Beach
- Reconnect the existing motors
- Adjust the levels on the new controller and test for proper operation
- Reinstall Omni Beacon lift station monitor in the new control panel

The City of Neptune Beach will be responsible for providing the control panel, level transducer and back up floats.

The cost of this project as described above; \$5,800.00

Thank you,

Jeremy Limbaugh
Vice President
EC13002296

Limbaugh Electrical Contracting, Inc.

42 West 8th Street
Atlantic Beach, Florida 32233
Phone (904) 241-9051
Fax (904) 249-0703
EC 13002296

Jeremy@LimbaughElectrical.com

April 23, 2025

The City of Neptune Beach
2010 Forest Ave.
Neptune Beach, FL 32266
C/O Troy King
904-749-0079

Project;
Lighty Lane Lift Station
1702 Lighty Lane
Neptune Beach, FL 32266

Labor and materials to complete the following;

- Provide temporary power to control a single pump during the control panel replacement
- Remove the existing lift station control panel and level controls
- Install new control panel provided by The City of Neptune Beach and connect to the existing electric service
- Install 1 – 2" PVC conduit from the new control panel to the existing well for the new floats
- Provide and install a stainless steel rack in the wet well to mount the new floats
- Install and wire the new floats provided by The City of Neptune Beach
- Reconnect the existing motors
- Adjust the levels on the new floats and test for proper operation
- Reinstall Omni Beacon lift station monitor in the new control panel

The City of Neptune Beach will be responsible for providing the control panel and floats.

The cost of this project as described above; \$4,900.00

Thank you,

Jeremy Limbaugh
Vice President
EC13002296

Limbaugh Electrical Contracting, Inc.

42 West 8th Street
Atlantic Beach, Florida 32233
Phone (904) 241-9051
Fax (904) 249-0703
EC 13002296

Jeremy@LimbaughElectrical.com

April 23, 2025

The City of Neptune Beach
2010 Forest Ave.
Neptune Beach, FL 32266
C/O Troy King
904-749-0079

Project;
Oceanwood Lift Station
900 Cherry St.
Neptune Beach, FL 32266

Labor and materials to complete the following;

- Provide temporary power to control a single pump during the control panel replacement
- Remove the existing lift station control panel and level controls
- Install new control panel provided by The City of Neptune Beach and connect to the existing electric service
- Install 1 – 1 ½" PVC conduit from the new control panel to the existing well for the new transducer
- Install 1 – 1 ½" PVC conduit from the new control panel to the existing well for the new back up floats
- Provide and install a stainless steel rack in the wet well to mount the new floats and transducer
- Install and wire the new transducer and back up floats provided by The City of Neptune Beach
- Reconnect the existing motors
- Adjust the levels on the new controller and test for proper operation
- Reinstall Omni Beacon lift station monitor in the new control panel

The City of Neptune Beach will be responsible for providing the control panel, level transducer and back up floats.

The cost of this project as described above; \$5,800.00

Thank you,

Jeremy Limbaugh
Vice President
EC13002296

PROPOSAL/CONTRACT

After Hours Electric, Inc.
P.O. Box 60056
Jacksonville, FL 32236
904-588-3524
EC13006241

2/20/25

Neptune Beach

RE: 427 Bay Street

Propose to furnish labor and material necessary to perform the following:

- Supply and Install New 100 amp 120/240 volt MCC control cabinet. with start, stop, lag, and high well float
- Mount MCC inside building to block wall.
- Reroute feed conduit from disconnect to new MCC
- Reroute conduit and wiring from the pump motors to MCC cabinet.
- Run new conduit from MCC cabinet to the wet well for the 4 floats
- Pull electrical permit needed for this scope of work.

Amount: \$23,120.00

Terms:

Net 10 days from invoice date. All terms and conditions apply on past due monies. After Hours Electric, Inc. reserves the right to send out "notice to owner" and file liens on past due monies and use any legal means available to force collection, if such action becomes necessary. Buyer agrees to pay all costs and expenses incurred by After Hours Electric in the collection of indebtedness evidenced by this agreement or any and all other indebtedness to After Hours Electric, including court costs and reasonable attorney's fees incurred in connection or indebtedness, whether said costs or fees are incurred prior to filing monthly or an annual rate of 18% until paid.

_____*David C. Taylor*_____ 2/20/25_____
After Hours Electric, Inc. Date

Authorized Signature Date

PROPOSAL/CONTRACT

After Hours Electric, Inc.
P.O. Box 60056
Jacksonville, FL 32236
904-588-3524
EC13006241

2/20/25

Neptune Beach

RE: 1003 Cherry Street

Propose to furnish labor and material necessary to perform the following:

- Supply and Install New 100 amp 120/240 volt MCC control cabinet. with start, stop, lag, and high well float
- Mount MCC inside building to block wall.
- Reroute feed conduit from disconnect to new MCC
- Reroute conduit and wiring from the pump motors to MCC cabinet.
- Run new conduit from MCC cabinet to the wet well for the 4 floats
- Pull electrical permit needed for this scope of work.

Amount: \$23,974.00

Terms:

Net 10 days from invoice date. All terms and conditions apply on past due monies. After Hours Electric, Inc. reserves the right to send out "notice to owner" and file liens on past due monies and use any legal means available to force collection, if such action becomes necessary. Buyer agrees to pay all costs and expenses incurred by After Hours Electric in the collection of indebtedness evidenced by this agreement or any and all other indebtedness to After Hours Electric, including court costs and reasonable attorney's fees incurred in connection or indebtedness, whether said costs or fees are incurred prior to filing monthly or an annual rate of 18% until paid.

_____*David C. Taylor*_____
After Hours Electric, Inc. Date

Authorized Signature Date

PROPOSAL/CONTRACT

After Hours Electric, Inc.
P.O. Box 60056
Jacksonville, FL 32236
904-588-3524
EC13006241

2/20/25

Neptune Beach

RE: 1702 Lighty Lane

Propose to furnish labor and material necessary to perform the following:

- Supply and Install New 100 amp 120/240 volt MCC control cabinet. with start, stop, lag, and high well float
- Mount MCC outside of building to block wall. The MCC cabinet is a Nema3R.
- Reroute feed conduit from disconnect to new MCC
- Reroute conduit and wiring from the pump motors to MCC cabinet.
- Run new conduit from MCC cabinet to the wet well for the 4 floats
- Pull electrical permit needed for this scope of work.

Amount: \$24,653.00

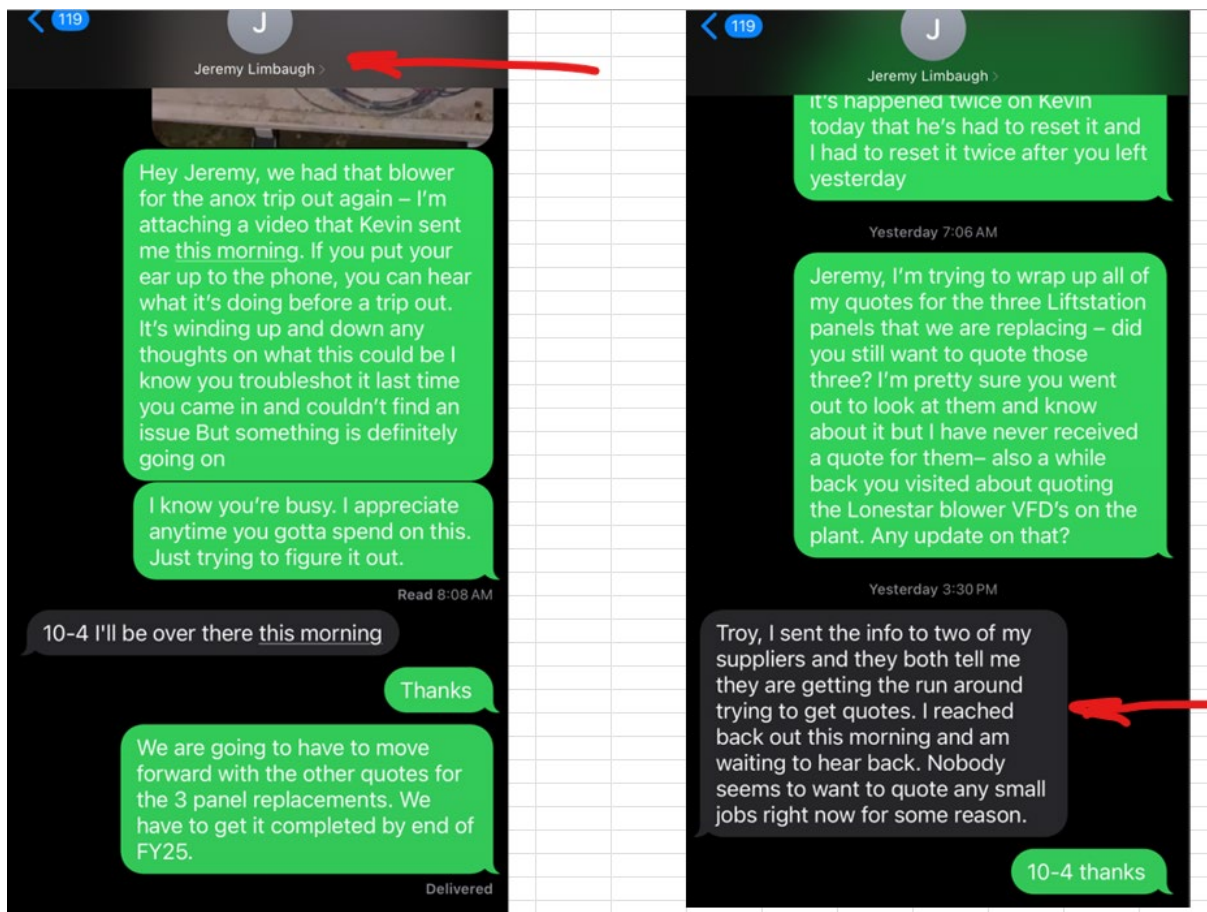
Terms:

Net 10 days from invoice date. All terms and conditions apply on past due monies. After Hours Electric, Inc. reserves the right to send out "notice to owner" and file liens on past due monies and use any legal means available to force collection, if such action becomes necessary. Buyer agrees to pay all costs and expenses incurred by After Hours Electric in the collection of indebtedness evidenced by this agreement or any and all other indebtedness to After Hours Electric, including court costs and reasonable attorney's fees incurred in connection or indebtedness, whether said costs or fees are incurred prior to filing monthly or an annual rate of 18% until paid.

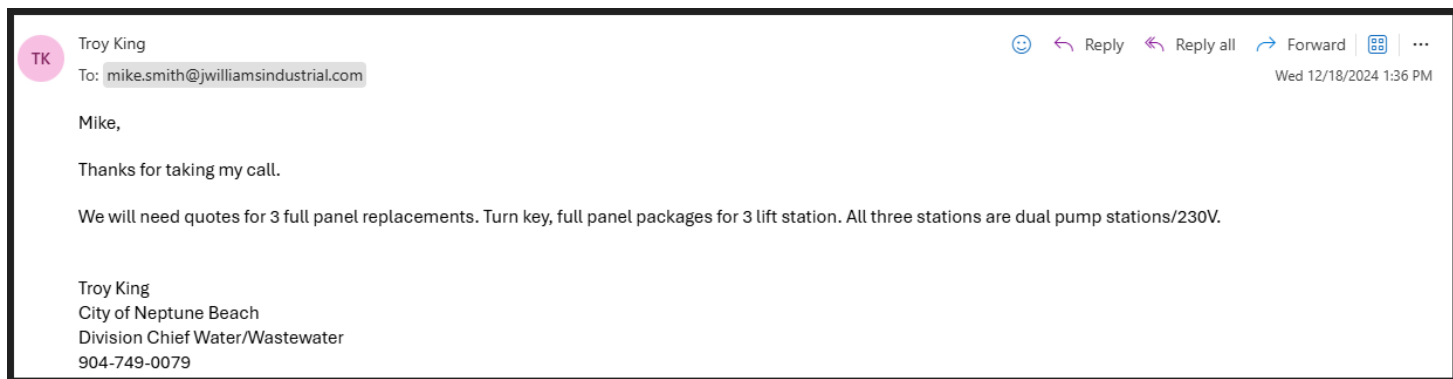
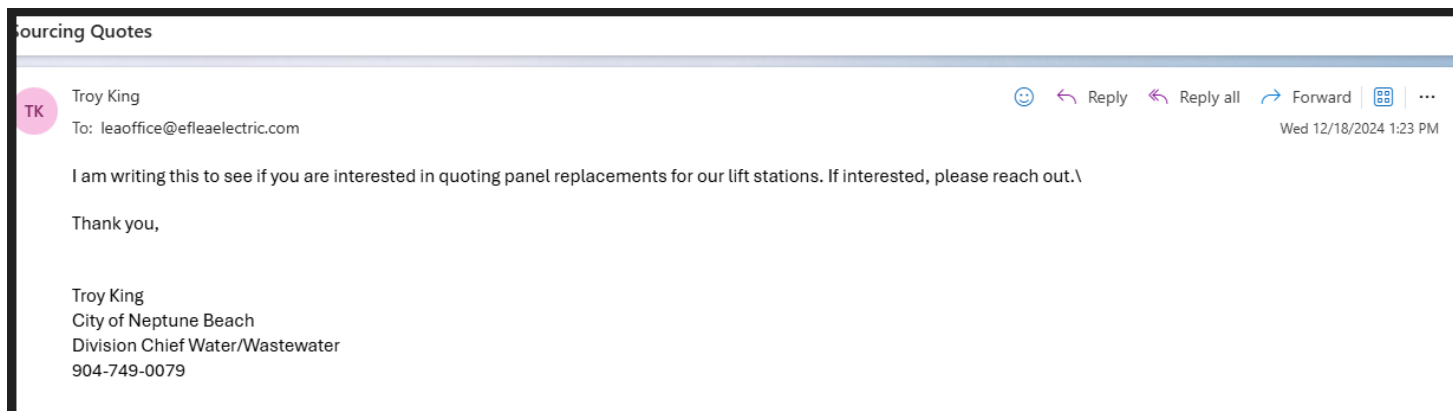
_____*David C. Taylor*_____2/20/25_____
After Hours Electric, Inc. Date

Authorized Signature Date

Limbaugh Electric No-Quote on Panels



EF Lea Electric and J Williams Industrial did not respond





Agenda Item #5C
Pipe Lining

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Lining of Iron Gravity Wastewater Pipes – Oceanwood and Davis Street Ditch Crossings
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	May 13, 2025
BACKGROUND:	Iron wastewater pipes are subject to corrosion due to wastewater gases and frequently tuberculate which can lead to stoppages. Oceanwood experienced overflows during a period of heavy rains and two hurricanes in 2024 and was subsequently televised. Approximately 150' of iron pipe was discovered in poor condition. The pipe is relatively shallow and located under a roadway. Pipe-wall thickness of two iron aerial crossings of Davis Street Ditch totaling 157' were tested at six locations using broadband electromagnetic technology. Test results suggest "the pipes are not at imminent risk of structural failure" and are therefore candidates for lining. The pipeline running north/south (Pipe 2) was found to exhibit "thinner areas compared to the pipe running east/west (Pipe 1). Additionally, both pipes show significant marine biofouling, and Pipe 2 displayed considerable exterior corrosion." In the same location as the aerial crossings, there is an approximate 8' section of iron pipe leading into Fletcher Pump Station that is in poor condition. Insituform Technologies, LLC has provided a quote of \$54,495.00 to structurally line the approximately 315 feet of pipe included in this request. Insituform has quoted based upon piggybacking of a DuPage County contract through Omnia Partners. City Attorney has approved.
BUDGET:	Budget report on 5.12.25 indicates an FY25 Original Budget for Sewer Services, Improvements – Not Buildings (401-4335-535-60-63) of \$2,754,000.00, Current Budget \$2,166,630.35 with Budget Available of \$2,071,683.70.
RECOMMENDATION:	Award to Insituform Technologies, LLC in the amount of \$54,495.00.
ATTACHMENT:	• Representative screen grabs of pipe conditions • Insituform Technologies, LLC quote • DuPage County contract • Piggyback agreement, Insituform and CONB

Oceanwood Pipeline after Cleaning



Pipeline into Fletcher Pump Station

Pipe at Manhole



Approaching Pump Station Wet Well



Proposal

City of Neptune Beach, FL – Davis St & Driftwood Rd
8" DI CIPP Lining Project

Prepared for:

City of Neptune Beach, FL

Prepared by:

Dave Raymond



May 6th, 2025

SO-00203811

Luke Bridges
D & C Division Chief
City of Neptune Beach
2010 Forest Ave
Neptune Beach, Florida 32226
904-749-0082
lbridges@nbfl.us

 Re: Proposal – City of Neptune Beach - **Omnia – Davis St 8" Di CIPP Lining**
Contract Pricing Basis: Omnia – DuPage County-23-065-PW-250498
OMNIA PARTNERS FORCE ID#: 4002678

Luke,

Insituform Technologies, LLC (ITLLC) herein proposes to furnish the following proposal pricing for the labor, materials, equipment, and services to reconstruct the above referenced project.

ITEM	DESCRIPTION	UNIT OF MEASURE	QTY	BID UNIT PRICE	TOTAL
2	8"x6.0mm CIPP	LF	315	\$45.00	\$14,175.00
27	6" – 12" CIPP Setup Charge Per Install Length	LF	315	\$20.00	\$6,300.00
34	CIPP Short Length Add-On (<300 LF)	LF	315	\$25.00	\$7,875.00
57	8" Clean & TV	LF	315	\$7.00	\$2,205.00
71	6" – 18" Post TV Inspection After Rehabilitation	LF	315	\$1.00	\$315.00
184	Traffic Control	DAY	3	\$250.00	\$750.00
344	8" Cleaning with scrapers or other attached tools	LF	315	\$25.00	\$7,875.00
507	Travel and Mobilization	EA	1	\$15,000.00	\$15,000.00
				Total	\$54,495.00

Estimated Schedule:

Based on the information provided, current workload, and current lead-times, please consider the following high-level schedule.

- Mobilization of personnel and equipment for initial operations: 1-3 weeks ARO
 - Demobilization following cleaning, inspection, Lining: 3-5 weeks ARO
- *ARO (At Receipt of Order/NTP)

Qualifications/Assumptions:

1. This pricing is based on the available information at the time of this proposal.
2. Final recommendations may be different dependent on completion of the pre-installation inspection phase of the project. Prices are subject to adjustment if design changes are agreed upon.
3. Quantities identified are estimated based on information available at time of proposal. Customer shall be invoiced at actual quantities at the above unit prices.
4. All Work will occur in dry weather.
5. Standard insurance coverage with the following limits:
 - i. General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - ii. Auto: \$2,000,000 Combined Single Limit
 - iii. Workers Compensation: Statutory with \$1,000,000 Employer's Liability

- iv. The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

EXCLUSIONS:

The following items are excluded from ITLLC's Pricing and Scope of Services / Responsibilities as stated.

These items, if necessary, applicable, or otherwise required, shall be furnished by the Customer, at the Customer's direction and at no cost to ITLLC. No agreement shall be executed by ITLLC, unless the following exclusions and responsibilities of ITLLC and their subcontracting partners are accepted, mutually agreed upon in writing between ITLLC and Customer, and incorporated into the contract documents:

1. All Permits, licenses, and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 300 ft. of the installation site) to complete installation.
5. Any water charges for the access and use of hydrant including meter rental for operations purposes.
6. Removal and disposal of any hazardous or toxic materials encountered during the Project.
7. Any costs associated with the disposal of inversion/cure/cleaning water used in any operations.
8. Special Traffic control - police details, RR flagmen and special traffic control setups.
- 9. Point repairs of any kind.**
10. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
11. Locations of and access (of ITLLC equipment and/or personnel) to all work areas associated with the project and as required by ITLLC's work plan.
12. Payment and Performance bonds. If payment and performance bonds are required, add 2.0% to the total Project cost.
13. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
14. State and local sales and/or use taxes.
15. Engineer Stamped Designs (Can be provided at an additional 1% of total)
16. Additional premiums for special insurance coverage(s) specific to this project.
- 17. This project was priced without cutting out of any services laterals.**
- 18. Specialty cutting prices are based on the entire length of the line.**
- 19. Any cutting necessary that ITL deems dangerous of collapsing the pipe or risking getting the equipment stuck will halt the cleaning process and will be brought to the attention of the Owner. Should ITL proceed upon approval of the Owner it is to the understanding should the equipment get stuck or collapse the pipe it will be at the cost of the Owner to retrieve the equipment and repair the pipe.**

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on the best available information at the time of this Proposal. Existing pipe deterioration in excess of conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may

- increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
 4. Payment: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
 5. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
 6. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
 7. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$1,800.00** per hour.
 8. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
 9. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
 10. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
 11. If, during the performance of this contract, any cost price determining factor considered by ITLLC in determining the contract price significantly increases, through no fault of ITLLC, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by ITLLC from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by ITLLC's Vice President of Procurement. Due to the confidential nature of ITLLC's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of ITLLC because of the shortage or unavailability of any raw materials, including resin, ITLLC shall not be liable for any

additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude ITLLC from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project

12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please let us know if you have any questions upon your review. We truly appreciate the opportunity to provide solutions for your team.

Best Regards,

Dave Raymond

Dave Raymond
Commercial Manager - Florida
Insituform Technologies, LLC
6966 Business Park Blvd | Jacksonville, FL 32256
Cell: 904-465-3267



Accepted By: _____
(signed)

(print name)

Date: _____
Title: _____

DUPAGE COUNTY, IL
Contract # 23-065-PW (1)

for

Trenchless Rehabilitation and Maintenance of Pipeline
Infrastructure

with

Insituform Technologies, LLC

Effective: February 13, 2024

The following documents comprise the executed contract between the DuPage County, IL and Insituform Technologies, LLC, effective February 13, 2024:

- I. Vendor Contract
- II. Request for Proposal and Bid Information
- III. Offeror's Response to the RFP, incorporated by reference

**CONTRACT 23-065-PW BETWEEN INSITUFORM TECHNOLOGIES, LLC
AND THE COUNTY OF DUPAGE**

THIS AGREEMENT is entered into this 13th day of February, 2024, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Insituform Technologies, LLC licensed to do business in the State of Illinois, located at 580 Goddard Avenue, Chesterfield, Missouri 63005 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 23-065-PW for its Department of Public Works, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a three (3) year period beginning on 02/13/2024 and continuing through 02/12/2027.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed five (5) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

By:


SIGNATURE

Valerie Calvente

PRINTED NAME

Chief Procurement Officer

PRINTED TITLE

02-16-2024

DATE

CONTRACTOR

By:


SIGNATURE

Patrizia H. Sordillo

PRINTED NAME

Contracting & Attesting Officer

PRINTED TITLE

February 15, 2024

DATE

NO.	ITEM	UOM	QTY	PRICE
Section A - CIPP Mainline Rehabilitation Gravity Applications				
1	6" x 4.5mm	1	LF	\$ 50.00
2	8" x 6.0mm	1	LF	\$ 45.00
3	10" x 6.0mm	1	LF	\$ 50.00
4	12" x 6.0mm	1	LF	\$ 60.00
5	15" x 7.5mm	1	LF	\$ 75.00
6	18" x 9.0mm	1	LF	\$ 90.00
7	21" x 9.0mm	1	LF	\$ 120.00
8	24" x 10.5mm	1	LF	\$ 145.00
9	27" x 10.5mm	1	LF	\$ 170.00
10	30" x 12.0mm	1	LF	\$ 190.00
11	33" x 12.0mm	1	LF	\$ 210.00
12	36" x 12.0mm	1	LF	\$ 245.00
13	42" x 13.5mm	1	LF	\$ 300.00
14	48" x 15.0mm	1	LF	\$ 430.00
15	54" x 18.0mm	1	LF	\$ 530.00
16	6" & 8" Additional 1.5mm	1	LF	\$ 1.00
17	10" & 12" Additional 1.5mm	1	LF	\$ 6.00
18	15" & 18" Additional 1.5mm	1	LF	\$ 19.00
19	21" & 24" Additional 1.5mm	1	LF	\$ 23.00
20	27" Additional 1.5mm	1	LF	\$ 25.00
21	30" Additional 1.5mm	1	LF	\$ 30.00
22	33" Additional 1.5mm	1	LF	\$ 32.00
23	36" Additional 1.5mm	1	LF	\$ 36.00
24	42" Additional 1.5mm	1	LF	\$ 41.00
25	48" Additional 1.5mm	1	LF	\$ 48.00
26	54" Additional 1.5mm	1	LF	\$ 55.00
27	6" - 12" CIPP Setup Charge Per Install Length	1	LF	\$ 20.00
28	15" - 21" CIPP Setup Charge Per Install Length	1	LF	\$ 30.00
29	24" - 36" CIPP Setup Charge Per Install Length	1	LF	\$ 45.00
30	36" or Larger CIPP Setup Charge Per Install Length	1	LF	\$ 65.00
31	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$ 20.00
32	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$ 30.00
33	Timber/Matting/Rock/Access	1	SY	\$ 250.00
34	CIPP Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$ 25.00
35	Non-Standard Resin System Add-On	1	IN/DIA/FT	\$ 25.00
36	Scaffold setup Non-Standard	1	EA	\$ 15,000.00
37	Steel plate (per plate)	1	Day	\$ 300.00
37.1	Service Reinstatement in 6" – 18"	1	EA	\$ 350.00
37.2	Service Reinstatement in larger than 18"	1	EA	\$ 450.00
Note: Any CIPP over 54" will be on an individual quote basis.				

SECTION A TOTAL:		\$	19,636.00
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NO.	ITEM	UOM	QTY	PRICE
Section B - Pipebursting Rehabilitation				
38	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 85.00
39	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 90.00
40	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 90.00
41	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 100.00
42	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 115.00
43	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 120.00
44	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 130.00
45	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 140.00
46	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 150.00
47	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 160.00
48	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 190.00
49	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 210.00
50	8" - 12" Pipeburst Setup Charge Per Install Length	1	LF	\$ 20.00
51	16" - 22" Pipeburst Setup Charge Per Install Length	1	LF	\$ 35.00
52	Pipeburst Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$ 25.00
53	Change Pipeburst Pipe to Potable Water Grade or Non-Standard Pipe Type Add-On	1	IN/DIA/FT	\$ 25.00
54	Pipeburst Lateral Setup Charge	1	EA	\$ 2,000.00

55	Pipeburst Lateral	1	LF	\$	100.00
Note: Any pipebursting over 22", greater than 1 standard size increase, or deeper than 12' will be on an individual quote basis.					
SECTION B TOTAL:				\$	3,785.00

Section C / D - Clean/TV & Evaluation for Gravity Pipelines					
NO.	ITEM	UOM	QTY	PRICE	
56	6" Clean and TV	1	LF	\$	7.00
57	8" Clean and TV	1	LF	\$	7.00
58	10" Clean and TV	1	LF	\$	8.00
59	12" Clean and TV	1	LF	\$	10.00
60	15" Clean and TV	1	LF	\$	12.00
61	18" Clean and TV	1	LF	\$	14.00
62	21" Clean and TV	1	LF	\$	15.00
63	24" Clean and TV	1	LF	\$	17.00
64	27" Clean and TV sanitary sewer	1	LF	\$	21.00
65	30" Clean and TV sanitary sewer	1	LF	\$	23.00
66	33" Clean and TV sanitary sewer	1	LF	\$	28.00
67	36" Clean and TV sanitary sewer	1	LF	\$	35.00
68	42" Clean and TV sanitary sewer	1	LF	\$	41.00
69	48" Clean and TV sanitary sewer	1	LF	\$	52.00
70	54" Clean and TV sanitary sewer	1	LF	\$	62.00
71	6" - 18" Post TV Inspection After Rehabilitation	1	LF	\$	5.00
72	21" - 36" Post TV Inspection After Rehabilitation	1	LF	\$	6.00
73	42" or Larger Post TV Inspection After Rehabilitation	1	LF	\$	6.00
74	Re-setup for TV Due to Point Repairs	1	EA	\$	250.00
75	Root/Grease removal 6" - 12"	1	LF	\$	5.00
76	Root/Grease removal 13" - 18"	1	LF	\$	10.00
77	Root/Grease removal 18" - 24"	1	LF	\$	15.00
78	Other Remote Obstruction removal (max. 3 lf)	1	EA	\$	1,500.00
79	Above Ground Physical Inspection	1	LF	\$	5.00
80	Smoke Testing	1	LF	\$	2.00
81	Manhole/Cleanout & Sewer Line Visual Inspection	1	EA	\$	300.00
82	GPS Survey of Manholes & Cleanouts	1	EA	\$	500.00
83	Dyed Water Flooding/Leak Quantification & Evaluation	1	EA	\$	150.00
84	Investigative Float TV - All Sizes	1	LF	\$	15.00
85	Pre-Construction Video/Drone/Photos	1	LF	\$	5.00
86	Float TV	1	LF	\$	8.00
87	Flow Monitoring Meter - Installation	1	EA	\$	1,500.00
88	Flow Monitoring Meter - per meter	1	Day	\$	150.00
89	Rain Gauge - Installation	1	EA	\$	500.00

90	Rain Gauge - per gauge	1	Day	\$ 60.00
91	Flow Monitoring - Report	1	EA	\$ 5,000.00
SECTION C / D TOTAL:				\$ 10,344.00

NO.	ITEM	UOM	QTY	PRICE
Section E - Bypass for Gravity Pipelines and Associated Items				
92	Bypass System Equip/pipe delivery, tear down, pick up 4"	1	EA	\$ 15,000.00
93	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	\$ 25,000.00
94	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	\$ 30,000.00
95	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	\$ 60,000.00
96	Set Up 4" Pump (Per Pump)	1	EA	\$ 1,000.00
97	Set Up 6" Pump (Per Pump)	1	EA	\$ 1,500.00
98	Set Up 8" Pump (Per Pump)	1	EA	\$ 2,500.00
99	Set Up 12" Pump (Per Pump)	1	EA	\$ 4,000.00
100	Set Up 4" Piping	1	LF	\$ 10.00
101	Set Up 6" Piping	1	LF	\$ 25.00
102	Set Up 8" Piping	1	LF	\$ 40.00
103	Set Up 12" Piping	1	LF	\$ 50.00
104	Set Up 18" Piping	1	LF	\$ 70.00
105	Set Up >18" up to 30" Piping	1	LF	\$ 125.00
106	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 400.00
107	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 800.00
108	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 1,200.00
109	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 1,500.00
110	Bypass Pump watch labor	1	DAY	\$ 2,750.00
111	Bypass Line watch labor	1	DAY	\$ 2,350.00
112	Plug rental 8" - 15"	1	DAY	\$ 350.00
113	Plug rental 18" - 30"	1	DAY	\$ 750.00
114	Plug rental >30"	1	DAY	\$ 1,000.00
115	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	\$ 750.00
116	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	\$ 750.00
117	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$ 200.00
118	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$ 250.00
119	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$ 300.00
120	Bypass Plan (3rd Party Certified)	1	EA	\$ 3,000.00
SUM TOTAL SECTION E:				\$ 155,670.00

NO.	ITEM	UOM	QTY	PRICE
Section F - Point Repair by Excavation				
121	8" - 12" Point repair (0'- 8' deep)	1	EA	\$ 6,500.00
122	8" - 12" Point repair (8'- 12' deep)	1	EA	\$ 8,000.00
123	15" - 18" Point repair (0'-8' deep)	1	EA	\$ 9,000.00
124	15" - 18" Point repair (8'-12' deep)	1	EA	\$ 10,000.00
125	21" - 24" Point repair (0'-8' deep)	1	EA	\$ 12,000.00
126	21" - 24" Point repair (8'-12' deep)	1	EA	\$ 15,000.00
127	8" - 12" Point repair extra length	1	LF	\$ 300.00
128	15" - 18" Point repair extra length	1	LF	\$ 400.00
129	21" - 24" Point repair extra length	1	LF	\$ 500.00
130	External reconnect (0'- 8' deep)	1	EA	\$ 2,000.00
131	External reconnect (8'- 12' deep)	1	EA	\$ 2,500.00
132	Extra length service over 5' long	1	LF	\$ 75.00
133	Access Pit (0'-8' deep)	1	EA	\$ 20,000.00
134	Access Pit (8'-12' deep)	1	EA	\$ 25,000.00
135	Access Pit (>12'-15' deep)	1	EA	\$ 35,000.00
136	Access Pit (>15'-20' deep)	1	EA	\$ 50,000.00
137	Extra Depth Access Pit (>20VF)	1	VF	\$ 5,750.00

138	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	\$	2,000.00
139	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	\$	2,500.00
140	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	\$	3,500.00
141	Trench safety	1	LF	\$	25.00
142	Modified Trench safety (other than conventional shore boxes)	1	VF	\$	500.00
143	Special shoring - Cofferdam	1	EA	\$	25,000.00
144	Install New 4' DIA manhole 0' - 6' deep	1	EA	\$	10,000.00
145	Extra depth 4' DIA manhole over 6' deep	1	VF	\$	600.00
146	Install New 5' DIA manhole 0' - 6' deep	1	EA	\$	15,000.00
147	Extra depth 5' DIA manhole over 6' deep	1	VF	\$	1,000.00
148	Install New 6' DIA manhole 0' - 6' deep	1	EA	\$	25,000.00
149	Extra depth 6' DIA manhole over 6' deep	1	VF	\$	1,250.00
150	R/R MH cone	1	EA	\$	10,000.00
151	Install WW Access Chamber	1	EA	\$	6,000.00
152	Remove existing MH 0'-6' deep	1	EA	\$	3,000.00
153	Extra depth Remove existing MH >6' deep	1	VF	\$	600.00
154	Reconstruct external MH drop	1	EA	\$	8,500.00
155	Cement stabilized sand	1	Ton	\$	200.00
156	Granular backfill	1	Ton	\$	100.00
157	Flowable Fill	1	CY	\$	250.00
158	Select backfill as designated by Owner	1	Ton	\$	100.00
159	Dewatering setup (well pointing)	1	EA	\$	12,000.00
160	Well point	1	LF	\$	900.00
161	Construction entrance	1	EA	\$	9,000.00
162	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	\$	100.00
163	Extra hand excavation	1	CY	\$	100.00
164	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	\$	250.00
165	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	\$	300.00
166	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	\$	400.00
167	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	\$	500.00
168	Open Cut Extra Depth Add-On	1	LF	\$	250.00
Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.					
SUM TOTAL SECTION F:				\$	340,950.00

NO.	ITEM	UOM	QTY	PRICE
Section G - Sanitary Manhole Replacement				
169	Internal reconnects	1	EA	\$ 350.00
170	Man Entry Internal reconnects	1	EA	\$ 1,000.00
171	Remove and replace cleanout	1	EA	\$ 5,000.00
172	Repair/Rehab 2" Asphalt pavement	1	SY	\$ 250.00
173	Repair/Rehab 8" Flex base	1	SY	\$ 100.00
174	Repair/Rehab 8" Concrete pavement	1	SY	\$ 400.00
175	Repair/Rehab 6" Concrete driveway	1	SF	\$ 70.00
176	Repair/Rehab 4" Concrete sidewalk	1	SF	\$ 45.00
177	Repair/Rehab Concrete curb and gutter	1	LF	\$ 75.00
178	Sod	1	SY	\$ 25.00
179	Hydromulch	1	SY	\$ 10.00
180	Top soil	1	CY	\$ 80.00
181	Grading	1	SY	\$ 100.00
182	Repair/Rehab chain link fence with new	1	LF	\$ 75.00
183	Repair/Rehab wooden fence with new	1	LF	\$ 75.00
184	Traffic control	1	Day	\$ 1,000.00
185	Traffic control - TXDOT or other State governed agency	1	Day	\$ 3,500.00
186	Flagmen	1	HR	\$ 75.00
187	Traffic Guard - Shadow Vehicle	1	Day	\$ 2,000.00
188	Lighted Arrow Board (Per Arrow Board)	1	Day	\$ 300.00

189	Traffic Control Plan (3rd Party Certified)	1	EA	\$	3,000.00
190	Crane w/ Operator	1	Day	\$	5,000.00
SUM TOTAL SECTION G:				\$	22,530.00

NO.	ITEM	UOM	QTY	PRICE
Section H - HDPE Tight Fitting Liner (IPS diameters)				
191	2" x DR 32.5 Installation of pipe	1	LF	\$ 15.00
192	4" x DR 32.5 Installation of pipe	1	LF	\$ 25.00
193	6" x DR 32.5 Installation of pipe	1	LF	\$ 45.00
194	8" x DR 32.5 Installation of pipe	1	LF	\$ 60.00
195	10" x DR 32.5 Installation of pipe	1	LF	\$ 80.00
196	12" x DR 32.5 Installation of pipe	1	LF	\$ 90.00
197	15" x DR 32.5 Installation of pipe	1	LF	\$ 120.00
198	18" x DR 32.5 Installation of pipe	1	LF	\$ 145.00
199	21" x DR 32.5 Installation of pipe	1	LF	\$ 165.00
200	24" x DR 32.5 Installation of pipe	1	LF	\$ 180.00
201	27" x DR 32.5 Installation of pipe	1	LF	\$ 200.00
202	30" x DR 32.5 Installation of pipe	1	LF	\$ 215.00
203	33" x DR 32.5 Installation of pipe	1	LF	\$ 230.00
204	36" x DR 32.5 Installation of pipe	1	LF	\$ 250.00
205	42" x DR 32.5 Installation of pipe	1	LF	\$ 300.00
206	48" x DR 32.5 Installation of pipe	1	LF	\$ 340.00
207	2" to 4" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 1.75
208	2" to 4" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 1.75
209	5" to 8" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 2.50
210	5" to 8" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 2.50
211	10" & 12" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 3.50
212	10" & 12" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 3.50
213	13" to 16" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 5.00
214	13" to 16" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 5.00
215	18" to 20" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 7.00
216	18" to 20" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 7.00
217	21" to 24" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 10.00
218	21" to 24" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 10.00
219	26" to 30" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 17.00
220	26" to 30" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 17.00
221	32" to 36" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 25.00
222	32" to 36" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 25.00
223	42" to 48" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 50.00
224	42" to 48" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 50.00
225	2" to 4" Polyethylene flange	1	EA	\$ 135.00
226	5" to 8" Polyethylene flange	1	EA	\$ 270.00
227	10" & 12" Polyethylene flange	1	EA	\$ 420.00
228	13" to 16" Polyethylene flange	1	EA	\$ 600.00
229	18" to 20" Polyethylene flange	1	EA	\$ 750.00
230	21" to 24" Polyethylene flange	1	EA	\$ 920.00
231	26" to 30" Polyethylene flange	1	EA	\$ 1,250.00
232	32" to 36" Polyethylene flange	1	EA	\$ 1,850.00
233	42" to 48" Polyethylene flange	1	EA	\$ 2,500.00
234	2" to 12" Tite Liner set-up charge Per Install Length	1	LF	\$ 25.00
235	13" to 24" Tite Liner set-up charge Per Install Length	1	LF	\$ 40.00
236	26" to 48" Tite Liner set-up charge Per Install Length	1	LF	\$ 65.00

SUM TOTAL SECTION H:		\$	11,528.50
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NO.	ITEM	UOM	QTY	PRICE
Section I - Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers				
237	30" Basic Repair	1	LF	\$ 6,150.00
238	30" Additional GFRP Layer	1	LF	\$ 225.00
239	30" Additional CFRP Layer	1	LF	\$ 260.00
240	36" Basic Repair	1	LF	\$ 6,400.00
241	36" Additional GFRP Layer	1	LF	\$ 265.00
242	36" Additional CFRP Layer	1	LF	\$ 380.00
243	42" Basic Repair	1	LF	\$ 6,850.00
244	42" Additional GFRP Layer	1	LF	\$ 300.00
245	42" Additional CFRP Layer	1	LF	\$ 500.00
246	48" Basic Repair	1	LF	\$ 7,100.00
247	48" Additional GFRP Layer	1	LF	\$ 340.00
248	48" Additional CFRP Layer	1	LF	\$ 540.00
249	54" Basic Repair	1	LF	\$ 7,500.00
250	54" Additional GFRP Layer	1	LF	\$ 710.00
251	54" Additional CFRP Layer	1	LF	\$ 910.00
252	60" Basic Repair	1	LF	\$ 8,000.00
253	60" Additional GFRP Layer	1	LF	\$ 740.00
254	60" Additional CFRP Layer	1	LF	\$ 1,000.00
255	66" Basic Repair	1	LF	\$ 8,250.00
256	66" Additional GFRP Layer	1	LF	\$ 765.00
257	66" Additional CFRP Layer	1	LF	\$ 1,100.00

258	72" Basic Repair	1	LF	\$	8,500.00
259	72" Additional GFRP Layer	1	LF	\$	800.00
260	72" Additional CFRP Layer	1	LF	\$	1,150.00
261	84" Basic Repair	1	LF	\$	9,400.00
262	84" Additional GFRP Layer	1	LF	\$	880.00
263	84" Additional CFRP Layer	1	LF	\$	1,250.00
264	96" Basic Repair	1	LF	\$	9,950.00
265	96" Additional GFRP Layer	1	LF	\$	975.00
266	96" Additional CFRP Layer	1	LF	\$	1,330.00
Note: Any FRP pipe repair above 96" is on an individual quote basis					
SUM TOTAL SECTION I:				\$	92,520.00

NO.	ITEM	UOM	QTY	PRICE
Section J - CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipe				
Potable Pressure Pipelines				
267	6" Installation of Pressure Pipe Lining	1	LF	\$ 200.00
268	8" Installation of Pressure Pipe Lining	1	LF	\$ 225.00
269	10" Installation of Pressure Pipe Lining	1	LF	\$ 250.00
270	12" Installation of Pressure Pipe Lining	1	LF	\$ 300.00
271	15" Installation of Pressure Pipe Lining	1	LF	\$ 400.00
272	18" Installation of Pressure Pipe Lining	1	LF	\$ 450.00
273	21" Installation of Pressure Pipe Lining	1	LF	\$ 500.00
274	24" Installation of Pressure Pipe Lining	1	LF	\$ 575.00
275	27" Installation of Pressure Pipe Lining	1	LF	\$ 675.00
276	30" Installation of Pressure Pipe Lining	1	LF	\$ 700.00
277	36" Installation of Pressure Pipe Lining	1	LF	\$ 850.00
Non-Potable Pressure Pipelines				
278	6" Reinforced Pressure Pipe Lining	1	LF	\$ 200.00
279	8" Reinforced Pressure Pipe Lining	1	LF	\$ 225.00
280	10" Reinforced Pressure Pipe Lining	1	LF	\$ 250.00
281	12" Reinforced Pressure Pipe Lining	1	LF	\$ 300.00
282	15" Reinforced Pressure Pipe Lining	1	LF	\$ 400.00
283	18" Reinforced Pressure Pipe Lining	1	LF	\$ 450.00
284	21" Reinforced Pressure Pipe Lining	1	LF	\$ 500.00
285	24" Reinforced Pressure Pipe Lining	1	LF	\$ 575.00
286	27" Reinforced Pressure Pipe Lining	1	LF	\$ 675.00
287	30" Reinforced Pressure Pipe Lining	1	LF	\$ 700.00
288	36" Reinforced Pressure Pipe Lining	1	LF	\$ 850.00
289	6" Installation of End Seal	1	EA	\$ 3,000.00
290	8" Installation of End Seal	1	EA	\$ 4,500.00
291	10" Installation of End Seal	1	EA	\$ 5,000.00
292	12" Installation of End Seal	1	EA	\$ 6,000.00
293	15" Installation of End Seal	1	EA	\$ 8,000.00
294	18" Installation of End Seal	1	EA	\$ 8,500.00
295	21" Installation of End Seal	1	EA	\$ 9,000.00
296	24" Installation of End Seal	1	EA	\$ 9,500.00
297	27" Installation of End Seal	1	EA	\$ 10,000.00

298	30" Installation of End Seal	1	EA	\$	10,500.00
299	36" Installation of End Seal	1	EA	\$	11,000.00
300	6" to 12" System set-up charge Per Install Length	1	LF	\$	25.00
301	15" to 24" System set-up charge Per Install Length	1	LF	\$	40.00
302	24" to 30" System set-up charge Per Install Length	1	LF	\$	60.00
303	Internal Reconnect for CIPP Pressure Pipe	1	EA	\$	1,000.00
304	6" to 12" Install Spool Piece for Pressure Pipe	1	EA	\$	10,000.00
305	15" to 21" Install Spool Piece for Pressure Pipe	1	EA	\$	15,000.00
306	24" to 30" Install Spool Piece for Pressure Pipe	1	EA	\$	20,000.00
307	36" Install Spool Piece for Pressure Pipe (up to 20LF)	1	EA	\$	30,000.00
Note: Any pressure pipe lining above 36" is on an individual quote basis.					
SUM TOTAL SECTION J:				\$	171,375.00

NO.	ITEM	UOM	QTY	PRICE	
Section K - Pressure Pipeline Bypass					
308	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	1	LF	\$	40.00
309	Connection of each service from 2"- 4" AWWA approved bypass	1	EA	\$	450.00
310	Operation of 2"- 4" AWWA approved bypass	1	Day	\$	500.00

311	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	1	LF	\$ 50.00
312	Connection of each service from 6"- 8" AWWA approved bypass	1	EA	\$ 500.00
313	Operation of 6"- 8" AWWA approved bypass	1	Day	\$ 750.00
314	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	1	LF	\$ 60.00
315	Connection of each service from 10"- 12" AWWA approved bypass	1	EA	\$ 500.00
316	Operation of 10"- 12" AWWA approved bypass	1	Day	\$ 1,250.00
317	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	1	LF	\$ 150.00
318	Connection of each service from 13"- 19" AWWA approved bypass	1	EA	\$ 500.00
319	Operation of 13"- 19" AWWA approved bypass	1	Day	\$ 2,000.00
320	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	1	EA	\$ 200.00
321	Connection of each service from 20"- 24" AWWA approved bypass	1	EA	\$ 700.00
322	Operation of 20"- 24" AWWA approved bypass	1	Day	\$ 2,000.00
SUM TOTAL SECTION K:				\$ 9,650.00

NO.	ITEM	UOM	QTY	PRICE
Section L - Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning				
323	6" Cleaning with pressure propelled pigs	1	LF	\$ 15.00
324	8" Cleaning with pressure propelled pigs	1	LF	\$ 15.00
325	10" Cleaning with pressure propelled pigs	1	LF	\$ 15.00
326	12" Cleaning with pressure propelled pigs	1	LF	\$ 15.00
327	15" Cleaning with pressure propelled pigs	1	LF	\$ 20.00
328	18" Cleaning with pressure propelled pigs	1	LF	\$ 20.00
329	21" Cleaning with pressure propelled pigs	1	LF	\$ 20.00
330	24" Cleaning with pressure propelled pigs	1	LF	\$ 25.00
331	30" Cleaning with pressure propelled pigs	1	LF	\$ 30.00
332	36" Cleaning with pressure propelled pigs	1	LF	\$ 35.00
333	6" Set up, Install and Remove Pig Launcher	1	EA	\$ 7,500.00
334	8" Set up, Install and Remove Pig Launcher	1	EA	\$ 7,500.00
335	10" Set up, Install and Remove Pig Launcher	1	EA	\$ 7,500.00
336	12" Set up, Install and Remove Pig Launcher	1	EA	\$ 7,500.00
337	15" Set up, Install and Remove Pig Launcher	1	EA	\$ 15,000.00
338	18" Set up, Install and Remove Pig Launcher	1	EA	\$ 15,000.00
339	21" Set up, Install and Remove Pig Launcher	1	EA	\$ 20,000.00
340	24" Set up, Install and Remove Pig Launcher	1	EA	\$ 20,000.00
341	30" Set up, Install and Remove Pig Launcher	1	EA	\$ 20,000.00
342	36" Set up, Install and Remove Pig Launcher	1	EA	\$ 30,000.00
343	6" Cleaning with scrapers or other attached tools	1	LF	\$ 25.00
344	8" Cleaning with scrapers or other attached tools	1	LF	\$ 25.00
345	10" Cleaning with scrapers or other attached tools	1	LF	\$ 25.00
346	12" Cleaning with scrapers or other attached tools	1	LF	\$ 25.00
347	15" Cleaning with scrapers or other attached tools	1	LF	\$ 30.00
348	18" Cleaning with scrapers or other attached tools	1	LF	\$ 30.00
349	21" Cleaning with scrapers or other attached tools	1	LF	\$ 30.00

350	24" Cleaning with scrapers or other attached tools	1	LF	\$	35.00
351	30" Cleaning with scrapers or other attached tools	1	LF	\$	40.00
352	36" Cleaning with scrapers or other attached tools	1	LF	\$	50.00
353	6" Pressure pipe inspection	1	LF	\$	5.00
354	8" Pressure pipe inspection	1	LF	\$	5.00
355	10" Pressure pipe inspection	1	LF	\$	6.00
356	12" Pressure pipe inspection	1	LF	\$	6.00
357	15" Pressure pipe inspection	1	LF	\$	6.00
358	18" Pressure pipe inspection	1	LF	\$	8.00
359	21" Pressure pipe inspection	1	LF	\$	8.00
360	24" Pressure pipe inspection	1	LF	\$	8.00
361	30" Pressure pipe inspection	1	LF	\$	10.00
362	36" Pressure pipe inspection	1	LF	\$	12.00
363	Tuberculation Removal (Pressure & Gravity Pipelines)	1	IN/DIA/LF	\$	5.00
Note: Any line cleaning and inspection of pressure pipe over 36" is on an individual quote basis.					
SUM TOTAL SECTION L:					\$ 150,604.00

NO.	ITEM	UOM	QTY	PRICE
Section M - Gravity Sewer Lateral Renewal Systems				
364	4"-6" Internal installation and cure of "T" shaped structure (from main <12" dia)	1	EA	\$ 6,000.00
365	4"-6" Internal installation and cure of top hat shaped structure (from main <12" dia)	1	EA	\$ 3,500.00
366	4"-6" Installation and cure of structural lateral liner from main <12" dia.	1	LF	\$ 425.00
367	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$ 425.00
368	4"-6" Set-up for installations of <20 each total	1	EA	\$ 850.00
369	4"-6" Set-up for installations of 20-50 each total	1	EA	\$ 750.00
370	4"-6" Set-up for installations of 50-100 each total	1	EA	\$ 300.00
371	4"-6" Set-up for installations of 100-150 each total (>150 no set-up will apply)	1	EA	\$ 100.00
SUM TOTAL SECTION M:				\$ 12,350.00

NO.	ITEM	UOM	QTY	PRICE
Section N - Manhole, Access Portals and Wet Well Renewal Systems				
372	All Sizes Installation and cure of manhole lining structure depth <10 vf	1	SQFT	\$ 125.00
373	All Sizes Installation and cure of manhole lining structure depth +10 vf <20 vf	1	SQFT	\$ 75.00
374	All Sizes Installation and cure of manhole lining structure depth +20 vf <40 vf	1	SQFT	\$ 75.00

375	All Sizes Set-up for install and cure of manhole lining structure <1000 sq ft	1	SQFT	\$	10.00
376	All Sizes Installation of Manhole Chimney Seal	1	EA	\$	1,500.00
377	New manhole frame and cover	1	EA	\$	1,500.00
378	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)	1	EA	\$	2,000.00
379	Adjust manhole frame and cover	1	EA	\$	1,500.00
380	Manhole Rehabilitation - cementitious	1	SQFT	\$	30.00
381	Manhole Rehabilitation - epoxy	1	SQFT	\$	40.00
382	Manhole, Pipe or Other Structures - Spray Rehabilitation	1	SQFT	\$	125.00
383	Manhole Rehabilitation - modified polymer	1	SQFT	\$	50.00
384	Manhole Bench Rehabilitation - cementitious	1	SQFT	\$	35.00
385	Manhole Bench Rehabilitation - epoxy/modified polymer	1	SQFT	\$	50.00
386	Manhole Bench Rebuild	1	EA	\$	1,500.00
387	Mechanical Repairs (per person)	1	HR	\$	250.00
388	Injection grouting in MH	1	Gal	\$	400.00
389	Void filling with cementitious material	1	CF	\$	150.00
390	Setup for void filling	1	EA	\$	7,500.00
391	Access beyond 100' from road	1	EA	\$	5,000.00
392	Vacuum test MH	1	EA	\$	1,000.00
SUM TOTAL SECTION N:				\$	22,915.00

NO.	ITEM	UOM	QTY	PRICE
Section O - All Other Underground Construction Items and Supplemental Items for This Contract				
395	Internal Point Repair CIPP 6"-8" (Up to 8 LF)	1	EA	\$ 7,000.00
396	Internal Point Repair CIPP 10"-12" (Up to 8 LF)	1	EA	\$ 8,000.00
397	Internal Point Repair CIPP 15"-18" (Up to 8 LF)	1	EA	\$ 10,000.00
398	Internal Point Repair CIPP 21"-24" (Up to 8 LF)	1	EA	\$ 13,000.00
399	Internal Point Repair CIPP 27"-33" (Up to 8 LF)	1	EA	\$ 15,000.00
400	Internal Point Repair CIPP 36"- 42" (Up to 8 LF)	1	EA	\$ 25,000.00
401	Internal Point Repair Mechanical 6"-8" (Up to 6 LF)	1	EA	\$ 3,000.00
402	Internal Point Repair Mechanical 10"-12" (Up to 6 LF)	1	EA	\$ 5,000.00
403	Internal Point Repair Mechanical 15"-18" (Up to 6 LF)	1	EA	\$ 7,500.00
404	Internal Point Repair Mechanical 21"-24" (Up to 6 LF)	1	EA	\$ 10,000.00
405	Internal Point Repair Mechanical 27"-33" (Up to 6 LF)	1	EA	\$ 15,000.00
406	Internal Point Repair Mechanical 36"- 42" (Up to 6 LF)	1	EA	\$ 25,000.00
407	Internal Point Repair Mechanical or Other Method up to 108" Nominal Diameter (Up to 6 LF)	1	EA	\$ 40,000.00
408	Large Diameter Invert Repair Interior (Flow Fill or Other Material)	1	CF	\$ 150.00
409	Void Filling Exterior of Pipe or Structure (Flow Fill or Other Material)	1	CF	\$ 175.00
410	Pipe or Other Confined Space Man Entry Safety System	1	DAY	\$ 1,500.00
411	Confined Space Man Entry Safety Plan (3rd Party Certified)	1	EA	\$ 5,000.00
SUM TOTAL SECTION O:				\$ 190,325.00

NO.	ITEM	UOM	QTY	PRICE
Section P - Fusible PVC Installation by HDD or Other Means				
412	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00
413	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00
414	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00
415	2"-4" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00
416	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$ 8.00
417	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00
418	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00

419	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	55.00
420	6"-8" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	55.00
421	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	10.00
422	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	40.00
423	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	40.00
424	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
425	10"-12" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
426	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	12.00
427	14"-18" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
428	14"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
429	14"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
430	14"-18" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
431	14"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	15.00
432	20"- 24" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
433	20"- 24" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
434	20"- 24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
435	20"- 24" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
436	20"- 24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	18.00
437	27"- 36" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
438	27"- 36" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
439	27"- 36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
440	27"- 36" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
441	27"- 36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	25.00
442	Short Length Setup < 100 LF	1	IN/DIA/LF	\$	25.00
443	All Sizes Increase for extraordinary drilling conditions (may be applied to each dia.)	1	IN/DIA/LF	\$	25.00
444	4" DR 14 DIPS Fusible PVC®	1	LF	\$	17.00
445	4" DR 18 DIPS Fusible PVC®	1	LF	\$	13.00
446	6" DR 14 DIPS Fusible PVC®	1	LF	\$	33.00
447	6" DR 18 DIPS Fusible PVC®	1	LF	\$	26.00
448	6" DR 25 DIPS Fusible PVC®	1	LF	\$	19.00
449	8" DR 14 DIPS Fusible PVC®	1	LF	\$	56.00
450	8" DR 18 DIPS Fusible PVC®	1	LF	\$	44.00
451	8" DR 25 DIPS Fusible PVC®	1	LF	\$	33.00
452	10" DR 14 DIPS Fusible PVC®	1	LF	\$	85.00
453	10" DR 18 DIPS Fusible PVC®	1	LF	\$	67.00
454	10" DR 25 DIPS Fusible PVC®	1	LF	\$	49.00
455	12" DR 14 DIPS Fusible PVC®	1	LF	\$	118.00
456	12" DR 18 DIPS Fusible PVC®	1	LF	\$	94.00
457	12" DR 25 DIPS Fusible PVC®	1	LF	\$	70.00

458	14" DR 14 DIPS Fusible PVC®	1	LF	\$	160.00
459	14" DR 18 DIPS Fusible PVC®	1	LF	\$	125.00
460	14" DR 21 DIPS Fusible PVC®	1	LF	\$	110.00
461	14" DR 25 DIPS Fusible PVC®	1	LF	\$	93.00
462	16" DR 14 DIPS Fusible PVC®	1	LF	\$	208.00
463	16" DR 18 DIPS Fusible PVC®	1	LF	\$	163.00
464	16" DR 21 DIPS Fusible PVC®	1	LF	\$	140.00
465	16" DR 25 DIPS Fusible PVC®	1	LF	\$	120.00
466	18" DR 18 DIPS Fusible PVC®	1	LF	\$	205.00
467	18" DR 21 DIPS Fusible PVC®	1	LF	\$	176.00
468	18" DR 25 DIPS Fusible PVC®	1	LF	\$	150.00
469	20" DR 14 DIPS Fusible PVC®	1	LF	\$	315.00
470	20" DR 18 DIPS Fusible PVC®	1	LF	\$	250.00
471	20" DR 21 DIPS Fusible PVC®	1	LF	\$	220.00
472	20" DR 25 DIPS Fusible PVC®	1	LF	\$	184.00
473	24" DR 18 DIPS Fusible PVC®	1	LF	\$	356.00
474	24" DR 21 DIPS Fusible PVC®	1	LF	\$	308.00
475	24" DR 25 DIPS Fusible PVC®	1	LF	\$	265.00
476	24" DR 32.5 DIPS Fusible PVC®	1	LF	\$	230.00
477	30" DR 21 DIPS Fusible PVC®	1	LF	\$	475.00
478	30" DR 25 DIPS Fusible PVC®	1	LF	\$	400.00
479	30" DR 32.5 DIPS Fusible PVC®	1	LF	\$	350.00
480	36" DR 21 DIPS Fusible PVC®	1	LF	\$	680.00
481	36" DR 25 DIPS Fusible PVC®	1	LF	\$	575.00
482	36" DR 32.5 DIPS Fusible PVC®	1	LF	\$	500.00
483	Freight for Fusible PVC®	1	Per Truck	\$	6,250.00
484	Mobilization/Demobilization for Fusible PVC®	1	Per Event	\$	11,000.00
485	Fusion Services for 4"-12" Fusible PVC®	1	Day	\$	3,500.00
486	Fusion Services for 14"-16" Fusible PVC®	1	Day	\$	3,800.00
487	Fusion Services for 18"- 24" Fusible PVC®	1	Day	\$	4,500.00

488	Fusion Services for 30"- 36" Fusible PVC®	1	Day	\$	6,300.00
489	Pressure testing	1	IN/DIA/LF	\$	5.00
490	Install Fire Hydrant	1	EA	\$	10,000.00
491	Ductile Iron Fittings, Restraints, Hardware	1	LB	\$	25.00
492	3-Way Fire Hydrant Assembly	1	EA	\$	6,500.00
493	Salvage Existing Fire Hydrant	1	EA	\$	1,000.00
494	12 Ga. Tracer Wire	1	LF	\$	8.00
495	Connect to Existing Water Meter(include new angle valve)	1	EA	\$	1,500.00
496	Furnish & Install New Water Meter & Box	1	EA	\$	2,500.00
497	Remove Existing Valve & Box	1	EA	\$	300.00
498	Resilient Seat Gate Valve & Box	1	EA	\$	2,500.00
499	1-Inch HDPE Potable Water Service Line (Short Service) including new angle stop	1	LF	\$	50.00
500	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	\$	50.00
SUM TOTAL SECTION P:				\$	68,638.00

NO.	ITEM	UOM	QTY	PRICE
Section Q - Right-of-Way Maintenance				
501	ROW Clearing - (typical up to 20 feet wide)	1	LF	\$ 75.00
502	ROW Maintenance - (typical up to 20 feet wide)	1	LF	\$ 25.00
503	Tree removal and disposal 1" - 6"	1	EA	\$ 1,000.00
504	Tree removal and disposal 6" - 12"	1	EA	\$ 2,500.00
505	Install 14' Gate	1	EA	\$ 7,500.00
506	Technical Field Support	1	HR	\$ 150.00
SUM TOTAL SECTION Q:				\$ 11,250.00

NO.	ITEM	UOM	QTY	PRICE	
Section R - Crew Travel & Mobilization					
507	Travel and Mobilization	1	EA	\$	15,000.00
508	Travel and Mobilization	1	EA	\$	30,000.00
SUM TOTAL SECTION R:				\$	45,000.00

NO.	ITEM	UOM	QTY	PRICE	
Section S - Geopolymer Storm Pipe & Culvert Lining					
509	30" Storm Pipe - Minimum 1.0"	1	LF	\$	290.00
510	36" Storm Pipe - Minimum 1.0"	1	LF	\$	350.00
511	42" Storm Pipe - Minimum 1.0"	1	LF	\$	400.00
512	48" Storm Pipe - Minimum 1.0"	1	LF	\$	465.00
513	54" Storm Pipe - Minimum 1.5"	1	LF	\$	590.00
514	60" Storm Pipe - Minimum 1.5"	1	LF	\$	650.00
515	66" Storm Pipe - Minimum 1.5"	1	LF	\$	720.00
516	72" Storm Pipe - Minimum 1.5"	1	LF	\$	780.00
517	78" Storm Pipe - Minimum 1.5"	1	LF	\$	840.00
518	84" Storm Pipe - Minimum 1.5"	1	LF	\$	900.00
519	90" Storm Pipe - Minimum 1.5"	1	LF	\$	950.00
520	96" Storm Pipe - Minimum 1.5"	1	LF	\$	1,000.00
521	Short length setup add-on	1	IN/DIA/LF	\$	20.00
522	Additional 1.0" thickness	1	SF	\$	65.00
523	#3 Steel Rebar on 18" Centers for 30" Pipe	1	LF	\$	90.00
524	#3 Steel Rebar on 18" Centers for 36" Pipe	1	LF	\$	100.00
525	#3 Steel Rebar on 18" Centers for 42" Pipe	1	LF	\$	105.00
526	#3 Steel Rebar on 18" Centers for 48" Pipe	1	LF	\$	115.00
527	#3 Steel Rebar on 18" Centers for 54" Pipe	1	LF	\$	125.00
528	#3 Steel Rebar on 18" Centers for 60" Pipe	1	LF	\$	135.00
529	#3 Steel Rebar on 18" Centers for 66" Pipe	1	LF	\$	140.00
530	#3 Steel Rebar on 18" Centers for 72" Pipe	1	LF	\$	150.00
531	#3 Steel Rebar on 18" Centers for 78" Pipe	1	LF	\$	155.00
532	#3 Steel Rebar on 18" Centers for 84" Pipe	1	LF	\$	165.00
533	#3 Steel Rebar on 18" Centers for 90" Pipe	1	LF	\$	170.00

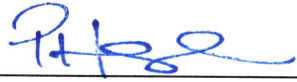
534	#3 Steel Rebar on 18" Centers for 96" Pipe	1	LF	\$	180.00
535	Invert Repair	1	LF	\$	250.00
536	Hydraulic Jacking of CMP	1	LF	\$	135.00
537	6" Thickness Concrete Flatwork	1	SF	\$	50.00
538	Rip Rap Supply and Install	1	CF	\$	165.00
539	Void Grouting with Cementitious Grout	1	CF	\$	140.00
SUM TOTAL SECTION S:				\$	10,390.00

Attachment "A" RS Means Current Edition Facilities Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN				
			Multiplier	1.50
Attachment "B" RS Means Current Edition Heavy Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN				
			Multiplier	1.50

BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Insituform Technologies, LLC

X 

(Signature and Title)

Patrizia Sordillo, Contracting & Attesting Officer



CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 28th day of November AD, 20 23


(Notary Public)

My Commission Expires: July 8, 2024

DIANE PARTRIDGE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: July 8, 2024
Commission # 12595471

SEAL

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **INSITUFORM TECHNOLOGIES, LLC**, a foreign limited liability company authorized to conduct business in the State of Florida (“Contractor”), concerning that certain contract with **DUPAGE COUNTY, ILLINOIS**, (“DuPage”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, DuPage County awarded a bid solicitation to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“DuPage County Contract”). Said contract and solicitation documents are on file with the City Clerk and available for inspection; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the DuPage County Contract except as amended herein; and

WHEREAS, the DuPage County Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the DuPage County Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the DuPage County Contract are incorporated by reference herein. The scope of work, timeline and pricing under the DuPage County Contract are also made a part hereof and incorporated by reference unless otherwise amended by **EXHIBIT “A”**, which is attached hereto.

2. Amendments. The DuPage County Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the DuPage County Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the DuPage County Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail. In addition, the City of Neptune Beach and its equivalent staff and address shall be substituted for the DuPage County Contract and its staff and addresses, as may be required in the awarded DuPage County Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) 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.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CATHERINE PONSON, CITY CLERK
(904) 270-2400
CLERK@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Brevard County in the Brevard County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the

source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

12. Counterparts. This agreement may be signed in counterparts and electronic copies and signatures shall be deemed as if originals.

13. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:
“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing Section 13 above and that the facts stated in it are true.

THE CITY OF NEPTUNE BEACH:

By: _____
Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By: _____
City Clerk

INSITUFORM TECHNOLOGIES, LLC:

Signature: _____

Print Name: _____

Print Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____, as _____ of _____, on behalf of the company, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

Approved as to Legal Form and Content by:

A handwritten signature in blue ink, appearing to read "Paul Kuz", written over a horizontal line.

Vose Law Firm, City Attorney



**Agenda Item #5D
Stormwater
Improvements**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Stormwater Improvements on Myra, Margaret and South Streets
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	May 13, 2025
BACKGROUND:	CONB City Council approved the stormwater strategic plan which was developed after receiving input from CONB residents in a series of workshops. The plan includes the portions of South Street, Myra Street and Margaret Street. Staff shared with property owners the design concept included as an attachment to this staff report. The City's engineering consultant, Jones Edmunds, prepared a design and bid package for the improvements. Staff proactively contacted 16 contractors prior to advertising the project for bid, and five attended the mandatory pre-bid meeting. Two bids were received and were reviewed by Jones Edmunds for conformance with the bid documents. The following bids include an owner designated contingency allowance of \$20,000: • Jax Utilities Management, Inc. \$1,511,081.51 • Petticoat-Schmitt \$2,065,200.00 As a result of the review, Jones Edmunds provided a Bid Review and Evaluation of Findings letter finding the Jax Utilities Management, Inc. bid in conformance. This project was budgeted at \$1.5M over two fiscal years (FY25 and FY26), with fifty percent planned each year. The funding for FY25 was approved by Council.
BUDGET:	Budget report on 5.13.25 indicates an FY25 Current Budget for Stormwater Improvements – Not Buildings (441-1441-541-60-63) of \$1,641,485.00 with a Budget Remaining of \$1,548,639.80.
RECOMMENDATION:	• Award to Jax Utilities Management, Inc. \$1,511,081.51
ATTACHMENT:	• Typical flooding photographs of the project area • Jones Edmunds Bid Review and Evaluation of Findings letter • Project design concept • Bid package from Jax Utilities Management, Inc. • Bid package from Petticoat-Schmitt

Myra Street



Margaret Street



South Street at 5th Street



May 9, 2025

Deryle Calhoun, PE
Public Works Director
City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

RE: City of Neptune Beach
Margaret, Myra, and South Streets Drainage Improvements
Jones Edmunds Project No.: 03940-006-01
Bid Review and Evaluation of Findings

Dear Mr. Calhoun,

This letter summarizes the construction contract bids received for the Margaret, Myra, and South Streets Drainage Improvement project. The City of Neptune Beach received two bids for the project.

Bid Summary

The project was advertised, and two (2) contractors submitted bids for this project. The Total Base Bids, including the \$20,000 Owner designated Contingency Allowance were **\$1,511,081.51** and **\$2,065,200.00**. These two bids were evaluated for conformance with the criteria set forth in the bidding documents.

Jax Utilities Management, Inc. submitted the lowest total bid for the project in the amount of **\$1,511,081.51**.

Bid Checks

We reviewed the submitted bid package provided by Jax Utilities Management, Inc. and found the bid responsive. All items were acknowledged on the Bid Form; the bid conformance evaluation form is attached to this letter. A 5% Bid Bond (Bid Security) was provided, and the Bid Bond surety is licensed in Florida.

Project references were provided to investigate the Contractors' experience, reputation, and performance on past projects. Jones Edmunds contacted the submitted references; however, as of the date of this letter, none of the references have responded.

Jones Edmunds conducted a D&B report review on Jax Utilities Management, Inc. and their report showed the Contractor is at a low-risk for late payments. The D&B report is attached to this letter.

Although the final determination regarding awarding a contractor for this project will be made by the City, Jones Edmunds believes Jax Management Utilities, Inc. bid to be responsive and, based on the findings above, does not take exception to awarding the project to Jax Management Utilities, Inc for the bid price of:

Total Base Bid Price plus Contingency Allowance **\$1,511,081.51**

We appreciate the opportunity to provide services to the City of Neptune Beach and look forward to the successful construction of this project. If you have any questions, please contact me at your convenience by phone at (352) 377-5821 or by email at thays@jonesedmunds.com.

Sincerely,



Troy D. Hays, PG
Senior Manager/Vice President
13545 Progress Boulevard, Suite 100
Alachua, Florida 32615

\\Jea.net\pan02\WORKSPACE\03940-City of Neptune Beach\Projects\006-01-DrainageDesigns\Submitted Bids\Bid Review\2025.05.09_LTR_Bid Evaluation_Drainage Improvements.docx

CC: Jarrod Hirneise – Jones Edmunds

Bid Conformance Evaluation Form

Bid No: 2025-04

Project: Margaret, Myra and South Street Drainage Improvements

Bidder: Jax Utilities Management, Inc.

Bid Amount: \$1,511,081.51

Bid conformance with the solicitation requirements checklist (responsiveness):

Solicitation Required Item	Documents Submitted	Appears to comply with requirements	Notes
Bid Form	☒ Yes ☐ No	☒ Yes ☐ No	
Acknowledged addenda	☒ Yes ☐ No	☒ Yes ☐ No	
Bid Security	☒ Yes ☐ No	☒ Yes ☐ No	
Non-Collusion Affidavit	☒ Yes ☐ No	☒ Yes ☐ No	
Certificate Regarding Lobbying	☐ Yes ☒ No	☐ Yes ☒ No	Not listed as a required document to provide in the bid packet.
Anti-Kickback Affidavit	☐ Yes ☒ No	☐ Yes ☒ No	Not listed as a required document to provide in the bid packet.
Sworn Statement/Public Entities Crime Form	☒ Yes ☐ No	☒ Yes ☐ No	
Drug Free Workplace Form	☒ Yes ☐ No	☒ Yes ☐ No	
Bonding Capacity Form	☒ Yes ☐ No	☒ Yes ☐ No	
Trench Safety Affidavit	☒ Yes ☐ No	☒ Yes ☐ No	
Bidder's License Information	☒ Yes ☐ No	☒ Yes ☐ No	Copy of Contractor's license provided
Bidder's FEIN	☒ Yes ☐ No	☒ Yes ☐ No	Listed on the Subiz
Bidder's SunBiz Document Number	☒ Yes ☐ No	☒ Yes ☐ No	
Proof of minimum of five (5) years in business	☒ Yes ☐ No	☒ Yes ☐ No	Business history provided in Qualifications Statement
Proof that the Bidder is a licensed Florida General Contractor or Florida Underground Utility Contractor	☒ Yes ☐ No	☒ Yes ☐ No	
work for a government entity in Florida within the last three (3) years	☒ Yes ☐ No	☒ Yes ☐ No	
Minimum of three (3) reference projects of similar scope, size, and cost to this project	☒ Yes ☐ No	☒ Yes ☐ No	
Resumes of the Bidder's proposed project manager and project superintendent	☒ Yes ☐ No	☒ Yes ☐ No	
list of all subcontractors performing greater than, \$10,000	☒ Yes ☐ No	☒ Yes ☐ No	
MBE/WBEs and local preference utilization or good faith efforts	☒ Yes ☐ No	☒ Yes ☐ No	Contractor noted that they are not a MBE/WBE or local preference
Current workload (project) commitments	☒ Yes ☐ No	☒ Yes ☐ No	
Reference project's	☒ Yes ☐ No	☒ Yes ☐ No	
Current workload (project) commitments	☒ Yes ☐ No	☒ Yes ☐ No	
Bidder's DUNS number	☐ Yes ☒ No	☐ Yes ☒ No	***
W-9	☐ Yes ☒ No	☐ Yes ☒ No	Not listed as a required document to provide in the bid packet.
Bidder's proposed schedule	☐ Yes ☒ No	☐ Yes ☒ No	Not listed as a required document to provide in the bid packet.

***- not listed as a required for bid packet; however, since this was the low bidder their D&B report was pulled and we have the DUNS number

Credit Evaluator Plus

JAX UTILITIES MANAGEMENT, INC.

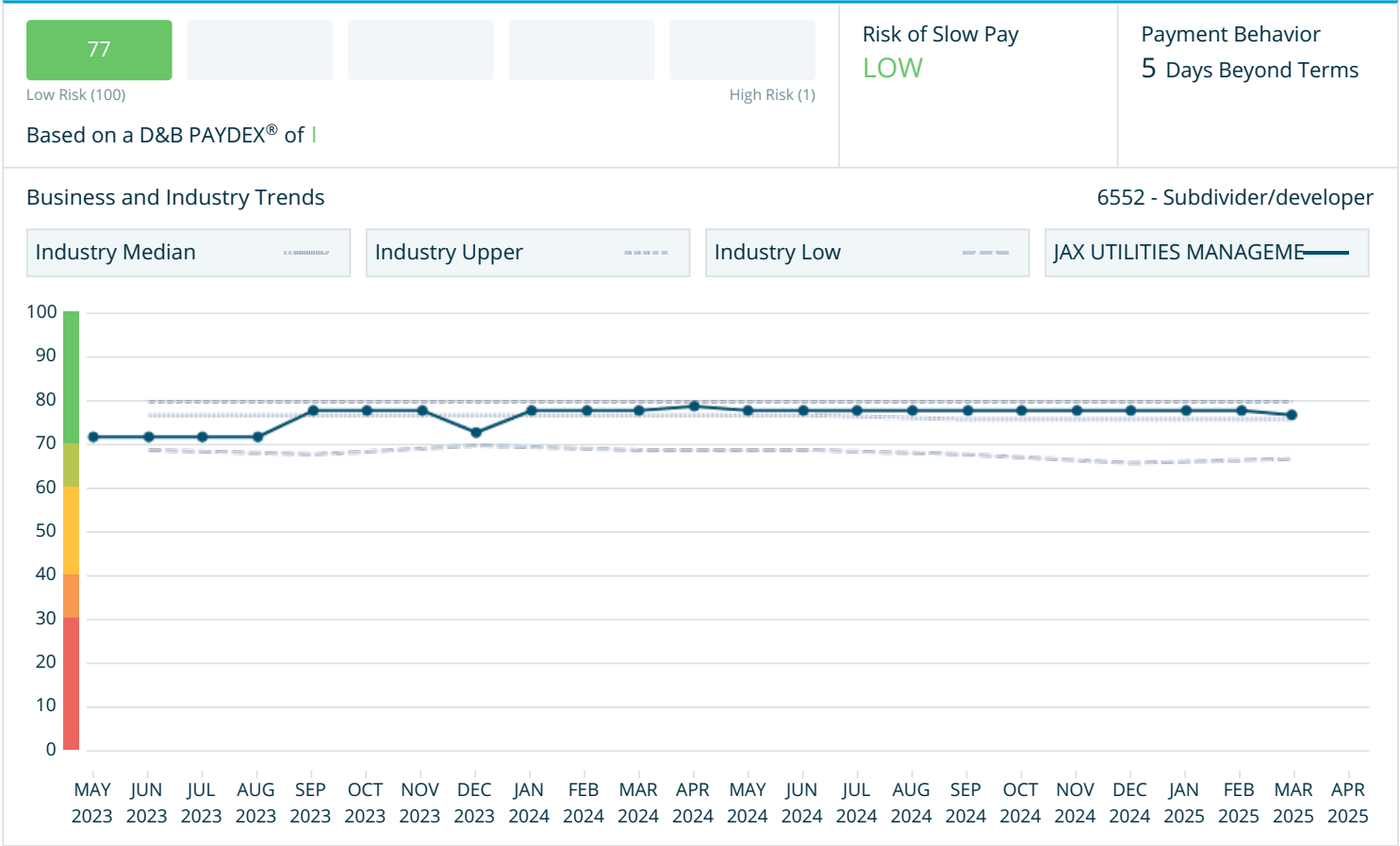
D-U-N-S: 06-591-1919
ADDRESS: 5465 Verna Blvd, Jacksonville, FL, 32205, United States
Date: 05/01/2025

RISK ASSESSMENT

SCORES AND RATINGS	
Max. Credit Recommendation	PAYDEX® SCORE
US\$ 120,000	77 LOW RISK

MAXIMUM CREDIT RECOMMENDATION	
Overall Business Risk	Maximum Credit Recommendation
LOW LOW-MODERATE MODERATE MODERATE-HIGH HIGH	US\$ 120,000 The recommended limit is based on a low probability of severe delinquency.
Dun & Bradstreet Thinks...	
- Overall assessment of this organization over the next 12 months: STABILITY CONCERNS - Based on the predicted risk of business discontinuation: AVERAGE RISK OF DISCONTINUED OPERATIONS OR BUSINESS INACTIVITY - Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS	

PAYDEX® SUMMARY	
3 Months 78 Low Risk (100)High Risk (1) When weighted by dollar amount, payments to suppliers average 3 days beyond terms. Value is based on payments collected over the last 3 months.	24 Months 77 Low Risk (100)High Risk (1) When weighted by dollar amount, payments to suppliers average 5 days beyond terms. Value is based on payments collected over the last 24 months.



TRADE PAYMENTS

TRADE PAYMENTS SUMMARY			Based on 24 months of data
Overall Payment Behavior 5 Days Beyond Terms Highest Now Owing: US\$ 75,000	% of Trade Within Terms 84% Total Trade Experiences: 46 Largest High Credit: US\$ 400,000 Average High Credit: US\$ 27,380	Highest Past Due US\$ 10,000 Total Unfavorable Comments : 0 Largest High Credit: US\$ 0 Total Placed in Collections: 0 Largest High Credit: US\$ 0	

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	100%	1	\$400,000
50,000 - 100,000	100%	6	\$415,000
15,000 - 49,999	66%	5	\$160,000
5,000 - 14,999	52%	9	\$67,500
1,000 - 4,999	60%	10	\$22,000
UNDER 1,000	86%	8	\$3,350

EVENTS

LEGAL EVENTS			
The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.			
SUITS	JUDGEMENTS	LIENS	UCC FILINGS
TOTAL1	TOTAL0	TOTAL0	TOTAL78
LAST FILING DATE03/06/2024	LAST FILING DATE-	LAST FILING DATE-	LAST FILING DATE03/10/2025

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

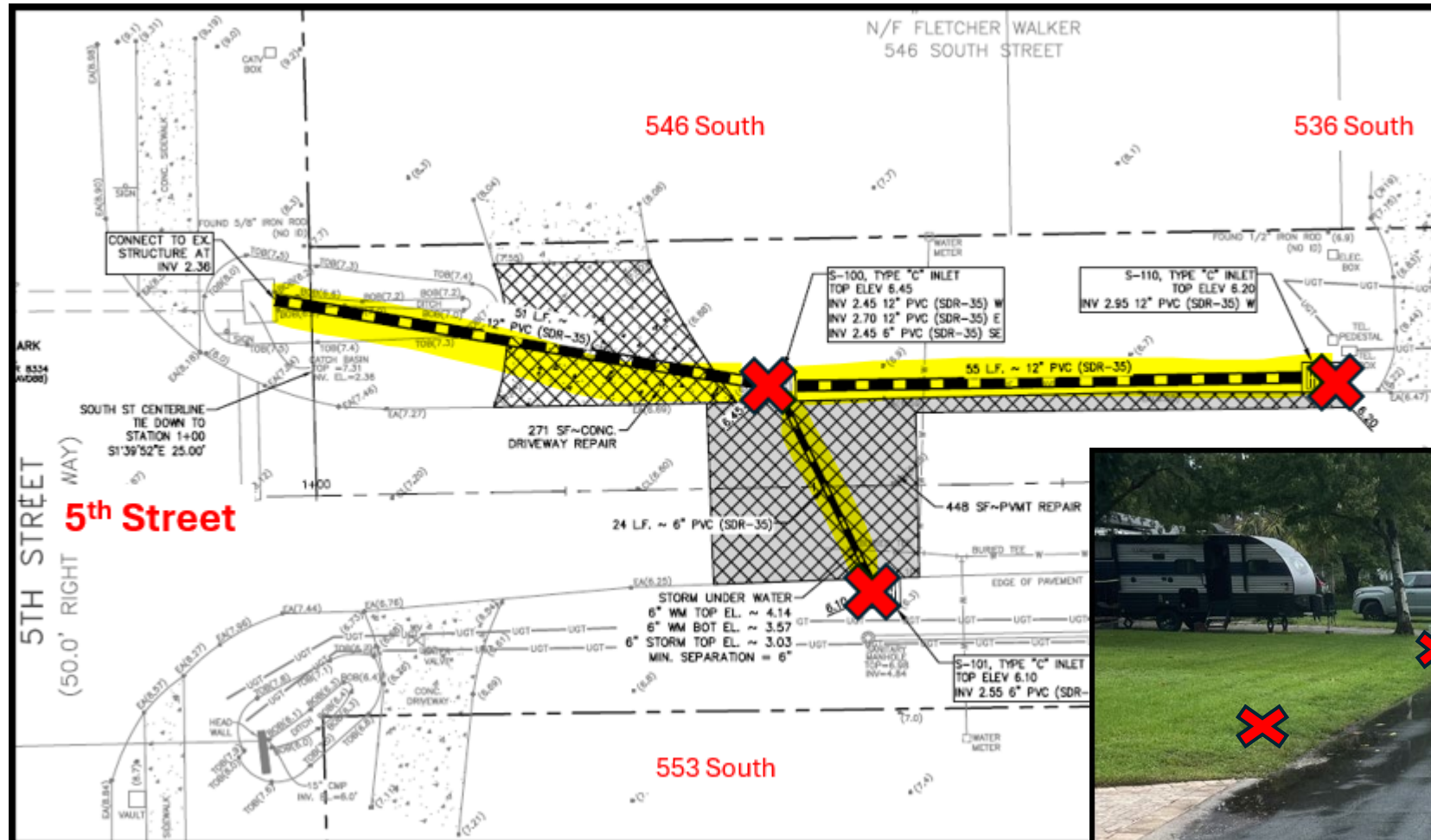
Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

COMPANY PROFILE

COMPANY OVERVIEW		
Named Principal HORACE R JAMES, PRES-DIR	Age (Year Started) 50 years (1974)	Employees 85
Business Form Corporation (US)	Annual Sales -	Line of Business Subdivider/developer
SIC 6552		

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Storm Inlets - South Street at 5th Street



X = stormwater inlet



South Street at 5th Street facing East

Storm Inlets - Myra Street East of 4th Street



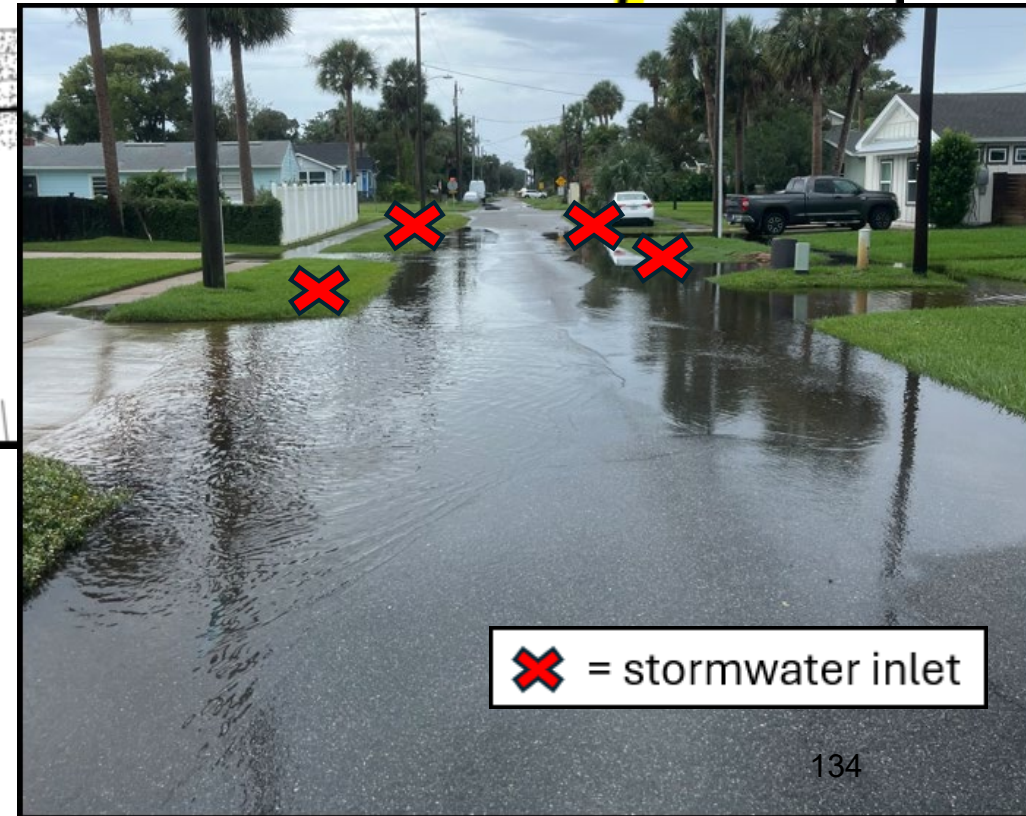
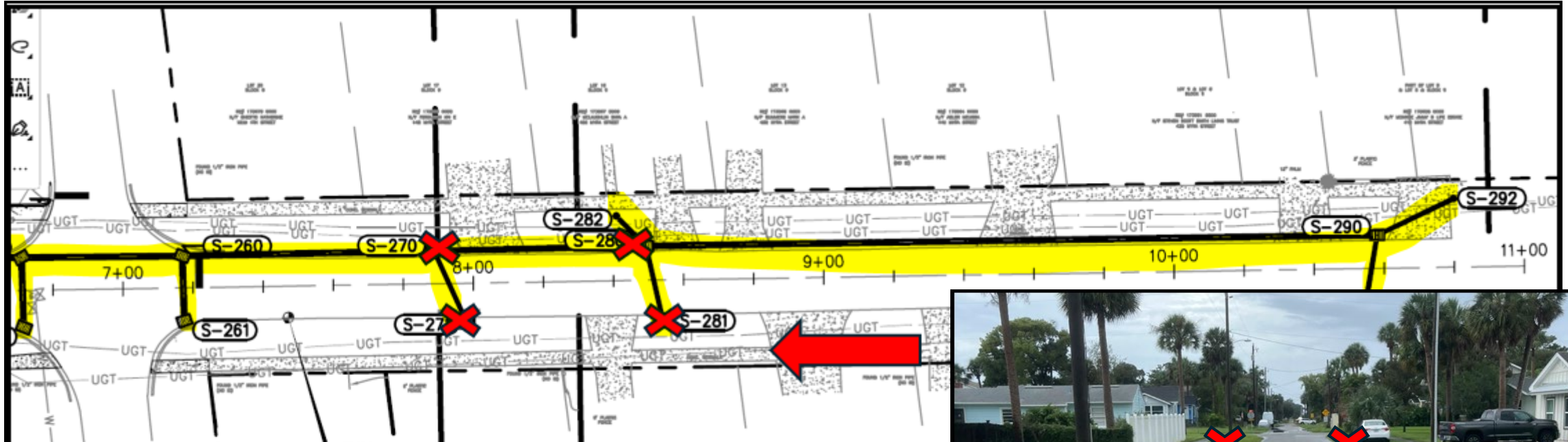
 = stormwater inlet

415 Myra Street facing West

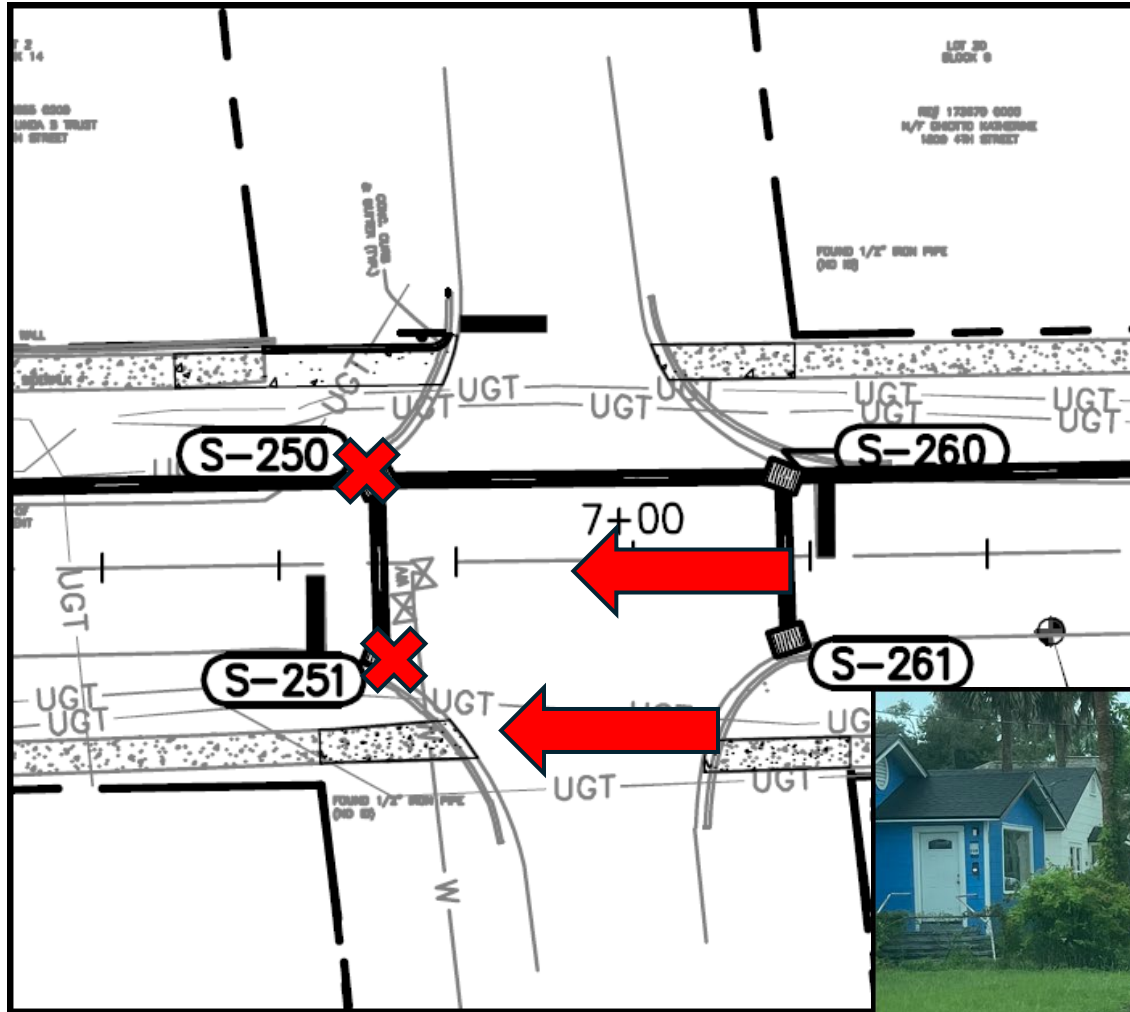


X = stormwater inlet

Flooding Near 449 Myra Street



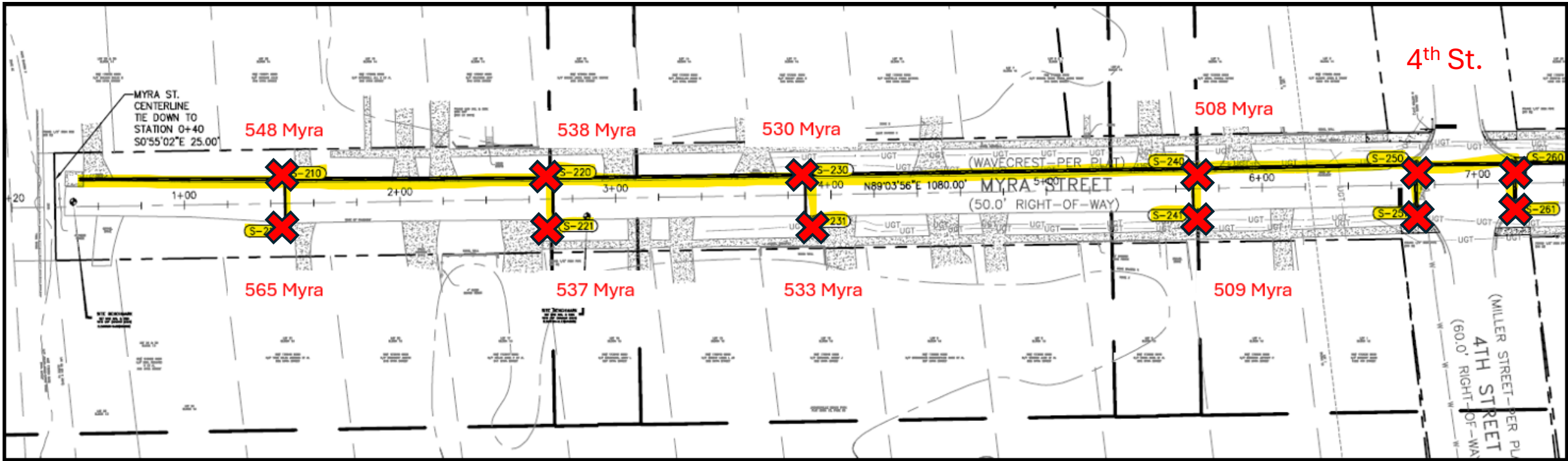
Myra Street at 4th Street facing West



✗ = stormwater inlet

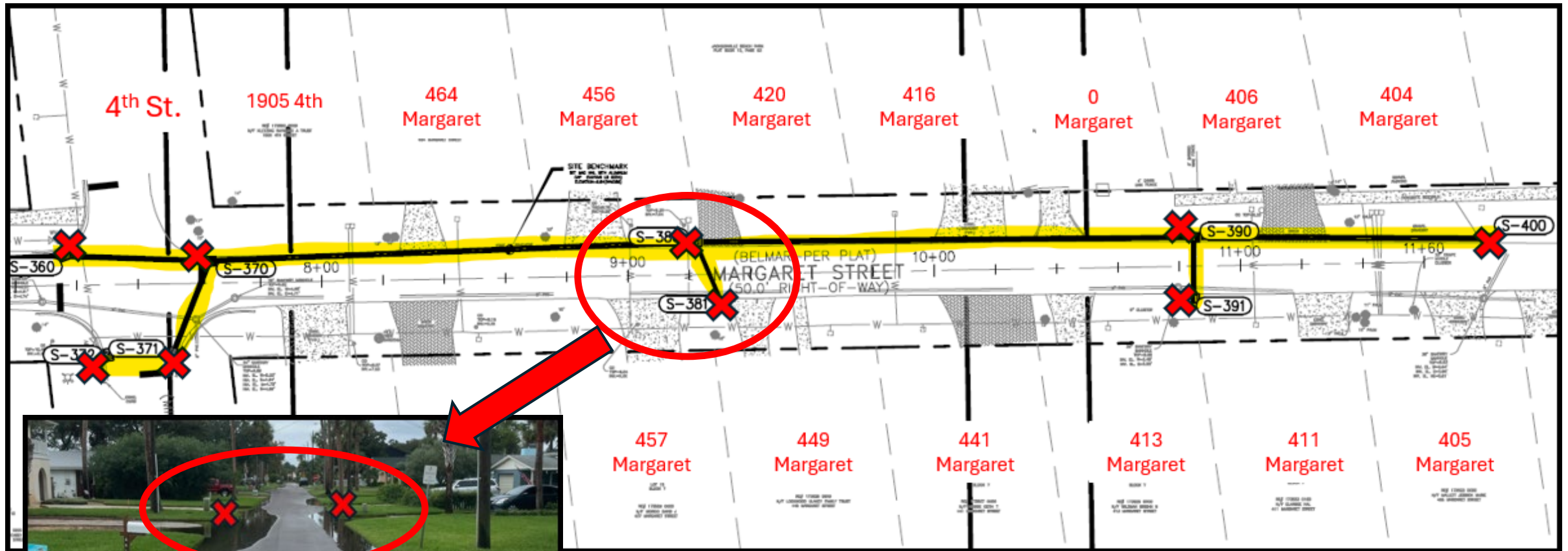


Storm Inlets - Myra Street West of 4th Street



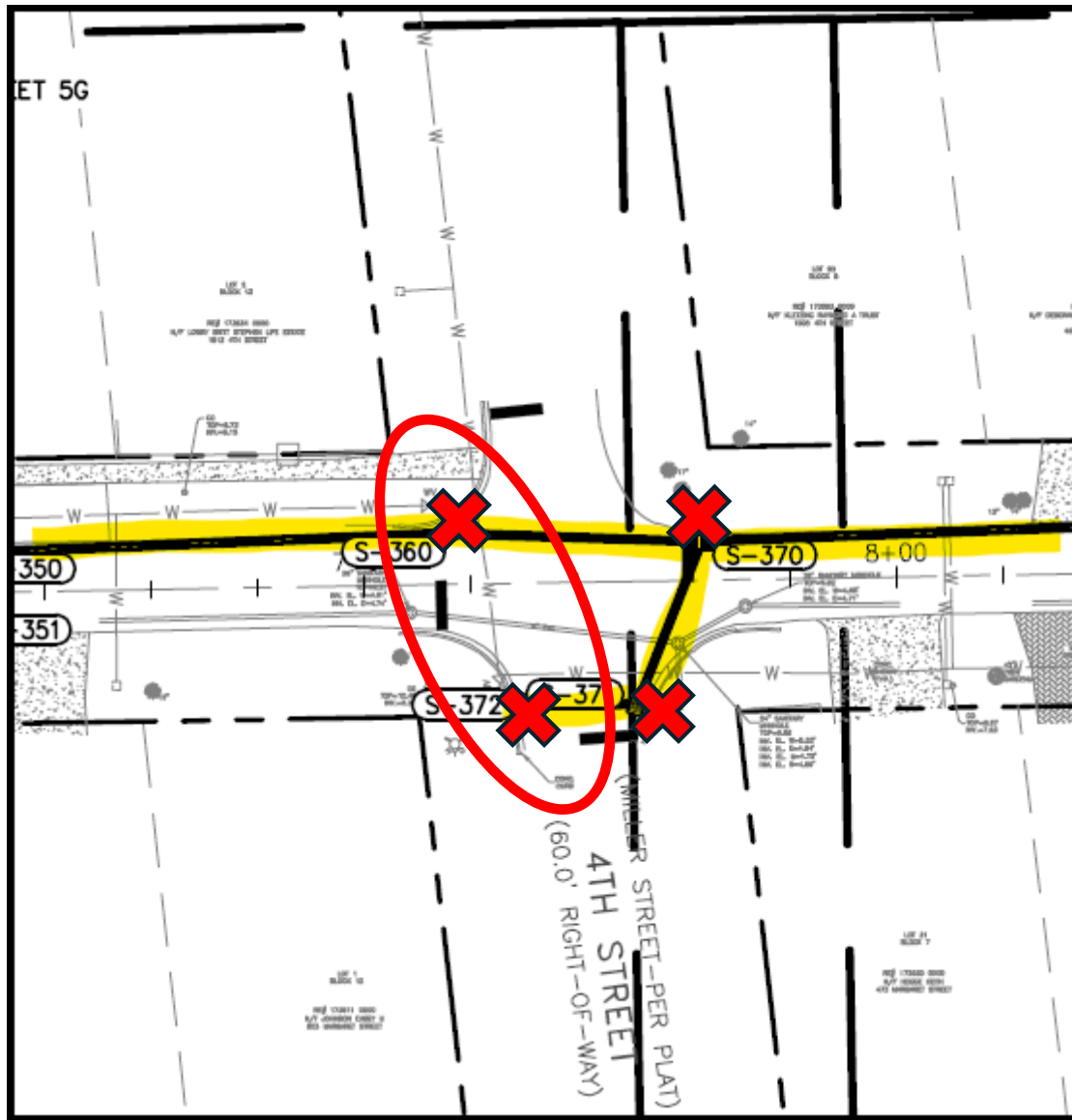
 = stormwater inlet

Storm Inlets - Margaret Street East of 4th Street



 = stormwater inlet

Storm Inlets - Margaret Street at 4th Street



 = stormwater inlet

Storm Inlets - Margaret Street West of 4th Street



 = stormwater inlet

SECTION 00410
BID FORM

PROJECT ID: 2025-04

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: Margaret, Myra, and South Streets Drainage Improvements
City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266
Contract Identification/Bid Number: 2025-04
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-13-2025</u>
<u>2</u>	<u>2-20-2025</u>
<u>3</u>	<u>4-4-2025</u>
<u>4</u>	<u>4-9-2025</u>
<u>5</u>	<u>4-10-2025</u>



- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be

performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid form.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) on the following Bid Form:

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
BASE BID					
1	Mobilization/Demobilization and General Conditions	LS	1	293,068. ⁰⁰	293,068. ⁰⁰
2	Performance/Payment Bond	LS	1	59,840. ⁰⁰	59,840. ⁰⁰
3	Environmental Protection	LS	1	33,441. ⁰⁰	33,441. ⁰⁰
4	Maintenance of Traffic	LS	1	98,884. ⁰⁰	98,884. ⁰⁰
5	Construction Surveying and Certified Record Drawings	LS	1	44,281. ⁰⁰	44,281. ⁰⁰
6	Sod/Restoration	SF	12,500	1.29	16,125. ⁰⁰
MYRA STREET					
7	Asphalt Pavement Repair	SF	8,588	7.60	65,268. ⁸⁰
8	Block Paver Repair	SF	373	11.00	4,103. ⁰⁰
9	Concrete Driveway Repair	SF	2,369	9.80	23,216. ²⁰
10	Type "C" Inlet	EA	18	3,549.00	63,882. ⁰⁰
11	12-inch PVC Drainage Pipe (SDR-35)	LF	1,046	198. ⁰⁰	207,108. ⁰⁰
12	6-inch PVC Drainage Pipe (SDR-35)	LF	173	75.00	12,975. ⁰⁰
13	Concrete Sidewalk	SF	202	9.29	1,876. ⁵⁸
14	Remove Existing Inlets	EA	1	550.00	550. ⁰⁰
15	Connect 12-inch PVC Pipe to Existing Inlet	EA	1	2,177.00	2,177. ⁰⁰
16	Relocate Stop Sign	EA	1	350.00	350. ⁰⁰
17	24-inch Stop Bar	EA	3	175.00	525. ⁰⁰
18	Header Wall	LF	22	44.00	968. ⁰⁰
19	12-inch ADS Basin	EA	2	2,677.00	5,354. ⁰⁰
20	Lower Existing Sanitary Manhole Top	EA	1	4,576.00	4,576. ⁰⁰
21	Demolish Existing Curb and Gutter and Grade to EOP	LS	1	28,765. ⁰⁰	28,765. ⁰⁰
MARGARET STREET					
22	Asphalt Pavement Repair	SF	10,543	7.60	80,126. ⁸⁰
23	Block Paver Repair	SF	1,384	11.00	15,224. ⁰⁰
24	Concrete Driveway Repair	SF	2,954	9.80	28,949. ²⁰
25	Type "C" Inlet	EA	18	3,549.00	63,882. ⁰⁰
26	12-inch PVC Drainage Pipe (SDR-35)	LF	1,151	198.00	227,898. ⁰⁰
27	6-inch PVC Drainage Pipe (SDR-35)	LF	111	75.00	8,325. ⁰⁰
28	Concrete Sidewalk	SF	37	9.29	343.73
29	Remove Existing Inlets	EA	1	550.00	550. ⁰⁰
30	Connect 12-inch PVC pipe to Existing Inlet	EA	1	2,177.00	2,177. ⁰⁰
31	24-inch Stop bar	EA	4	175.00	700. ⁰⁰
32	WYE Fitting	EA	1	664.00	664. ⁰⁰
33	Core Hole S-310 and Connect Existing Pipe	EA	1	2,760.00	2,760. ⁰⁰

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
34	Demolish Existing Curb and Gutter and Grade to EOP	LS	1	24,553. ⁰⁰	24,553. ⁰⁰
35	Gravel	SY	398	62. ⁰⁰	24,676. ⁰⁰
SOUTH STREET					
36	Asphalt Pavement Repair	SF	452	7. ⁶⁰	3,435. ²⁰
37	Block Paver Repair	SF	302	11. ⁰⁰	3,322. ⁰⁰
38	Type "C" Inlet	EA	3	3,549. ⁰⁰	10,647. ⁰⁰
39	12-inch PVC Drainage Pipe (SDR-35)	LF	106	198. ⁰⁰	20,988. ⁰⁰
40	6-inch PVC Drainage Pipe (SDR-35)	LF	24	75. ⁰⁰	1,800. ⁰⁰
41	Remove Existing Inlets	EA	1	550. ⁰⁰	550. ⁰⁰
42	Connect 12-inch PVC pipe to Existing Inlet	EA	1	2,177. ⁰⁰	2,177. ⁰⁰
CONTINGENCY ALLOWANCE					
43	Contingency Allowance	LS	1	\$20,000	\$20,000
Total of All Bid Item Prices				\$ 1,511,081.51	

Bidder certifies that Unit Prices have been computed in accordance with Paragraph 13.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the form of Agreement contained within the Bidding Documents.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a part of this Bid:

- A. Required Bid security in the form of a certified check or Bid Bond (Section 00430).
- B. Tabulation of Subcontractors and Suppliers (Section 00431).
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

- D. Contractor's License No.: CUC043128
- E. Florida Trench Safety Act Certification (Section 00440).
- F. Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).
- G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
- H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
- I. Noncollusion Affidavit (Section 00453).
- J. Drug-Free Workplace Certificate (Section 00454).
- K. List of Project References.
- L. [List other documents as pertinent]

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Tax Utilities Management, Inc.
(SEAL)

State of Incorporation: FLORIDA
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Charles D. Freshwater

Title: President
(CORPORATE SEAL)

Attest: _____

Date of Qualification to do business in [State where Project is located] is
8 / 1 / 94.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 5405 Verna Blvd.
Jacksonville, FL 32205

Phone No. 904-855-0111 Fax No.

E-mail anjames@jaxum.com

SUBMITTED on April 23, 2025

State Contractor License No. CUC043128

END OF SECTION

SECTION 00430

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Jax Utilities Management, Inc.
5465 Verna Boulevard
Jacksonville, FL 32205

SURETY (Name and Address of Principal Place of Business):

Euler Hermes North America Insurance Company
100 International Drive, 22nd Floor
Cleveland, OH 44114

OWNER (Name and Address):

City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

BID

Bid Due Date: April 23, 2025

Description (Project Name and Include Location): Margaret, Myra, and South Streets Drainage Improvements
Neptune Beach, FL
Contract No. 2025-04

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): April 23, 2025

Penal sum	<u>Five Percent of Amount Bid</u>	\$	<u>5%</u>
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Jax Utilities Management, Inc.
Bidder's Name and Corporate Seal

By:

Signature

Charles D. Freshwater
Print Name

President
Title

Attest:

Signature

Secretary
Title

SURETY

(Seal) Euler Hermes North America Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Pamela M. Anderson
Print Name

Attorney-In-Fact
Title

Attest:

Signature

Gia Tavella, Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than: **13**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

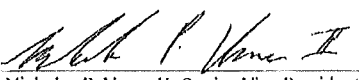
NAME	ADDRESS	LIMIT OF POWER
Wendy A. Bright; Cheri L. Ritz; Natasha Kerr	225 North Shore Drive	Unlimited
William M. Chapman; Madeline P. Lovett	Suite 300	
Barbara A. Leeper; Giavonna D. Tavella	Pittsburgh, PA 15212	
Pamela M. Anderson; Nancy L. Jirku; Krista M. Nagy		
Patti K. Lindsey; Joshua Restauri; Kailee M. Rousseau		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.



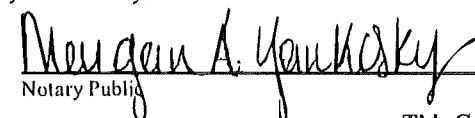
IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.


James Daly, President and CEO-The Americas


Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.



Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

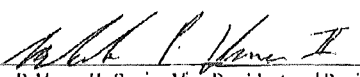
RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of April, 20 25.




Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1) _____	_____
(2) _____	_____
(3) _____	_____
(4) _____	_____
(5) _____	_____
(6) _____	_____
(7) _____	_____

BIDDER: Jay Utilities Management, Inc.

By: 

Name: Charles D. Freshwater

Title: President

Date: 4/23/25

Jax Utilities Management, Inc.
SUBCONTRACTORS

<u>Scope</u>	<u>Name</u>	<u>Address</u>	<u>Phone</u>
Concrete Supply	Hard Rock Materials, Inc.	4410 Industrial Park Rd Green Cove Springs, FL 32043	904-284-1385
Concrete Supply	Major Concrete	4440 Industrial Park Rd Green Cove Springs, FL 32043	904-297-4193
Concrete Supply	SRM - Smyrna Ready Mix	1136 2nd Avenue North Nashville, TN 37208	615-355-1028
Pipe Supply	Ferguson Waterworks	9692 Florida Mining Blvd W, Bldg #100 Jacksonville, FL 32257	904-268-2551
Asphalt Supply	Duval Asphalt	7544 Philips Highway Jacksonville, FL	904-296-2020
Tools/Materials	HD Supply Construction & Industrial - White Cap	5409 Broadway Avenue Jacksonville, FL 32254	904-388-2926
Pavement Marking	M & J Striping	PO Box 130 Bryceville, FL 32009	904-266-2688
Equipment Rental	United Rentals	9428 Florida Mining Blvd E Jacksonville, FL 32257	904-260-8351
Equipment Rental	Ring Power	500 World Commerce Parkway St. Augustine, FL 32092	904-737-7730
Sod Supply	Roundtree Sod	3636 Phoenix Avenue Jacksonville, FL 32206	904-353-5003
Asphalt Paving	Kudzue 3 Trucking & Paving	PO Box 1799 Yulee, FL 32041	904-388-7838
Maintenance of Traffic	Bobs Barricades	921 Shotgun Road Sunrise, FL	904-396-5121
Pipe Supply	County Materials	PO Box 435 Astatula, FL 34705	352-343-8488
Precast Structures	American Precast	10483 General Avenue Jacksonville, FL 32220	904-467-7700
Pipe Supply	Allen's Backhoe Services Inc.	107 Secondina Road Jacksonville, FL 32218	904-545-5221
Contract Administration / Compliance Monitoring / Clearing & Grubbing	Spencer Construction & Engineering	4650 Norwood Avenue Jacksonville, FL 32206	904-716-6746



2024 - 2025 LOCAL BUSINESS TAX RECEIPT
JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2024 through September 30, 2025 .

JAX UTILITIES MANAGEMENT, INC
5465 VERNA BLVD
JACKSONVILLE, FL 32205

ACCOUNT NUMBER: 4722
BUSINESS NAME: JAX UTILITIES MANAGEMENT, INC
PHYSICAL ADDRESS: 5465 VERNA BLVD
JACKSONVILLE, FL 32205

CLASSIFICATION CODE: 309001 CONTRACTOR - ALL TYPES

STATE LICENSE NO: CGC006098

COUNTY TAX:	45.00
MUNICIPAL TAX:	196.25
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	241.25

RENEWAL

VALID UNTIL September 30, 2025

2024 - 2025

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid TAX-25-00636854 08/09/2024 \$ 241.25



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JAMES, KELLY MIKE

JAX UTILITIES MANAGEMENT INC
5465 VERNA BOULEVARD
JACKSONVILLE FL 32205

LICENSE NUMBER: CUC043128

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 08/20/2024

Do not alter this document in any form.

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





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

JAX UTILITIES MANAGEMENT, INC.

Filing Information

Document Number	459044
FEI/EIN Number	59-1562165
Date Filed	08/01/1974
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	05/16/2023
Event Effective Date	12/31/2016

Principal Address

5465 VERNA BLVD
JACKSONVILLE, FL 32205

Changed: 02/13/2008

Mailing Address

5465 VERNA BLVD
JACKSONVILLE, FL 32205

Changed: 07/20/2021

Registered Agent Name & Address

JAMES, ANNE-MARIE
5465 VERNA BLVD.
JACKSONVILLE, FL 32205

Name Changed: 05/27/2022

Address Changed: 08/30/2021

Officer/Director Detail

Name & Address

Title President

FRESHWATER, CHARLES D
5465 VERNA BLVD
JACKSONVILLE, FL 32205

Title VP

JOHNS, THOMAS R
5465 VERNA BLVD
JACKSONVILLE, FL 32205

Title Secretary, Treasurer

JAMES, ANNE-MARIE
5465 VERNA BLVD
JACKSONVILLE, FL 32205

Title CFO

Jordan, Robert S
5465 VERNA BLVD
JACKSONVILLE, FL 32205

Title VP

Freshwater, Xavier
5465 VERNA BLVD
JACKSONVILLE, FL 32205

Annual Reports

Report Year	Filed Date
2024	02/09/2024
2024	06/03/2024
2025	01/14/2025

Document Images

01/14/2025 -- ANNUAL REPORT	View image in PDF format
06/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/09/2024 -- ANNUAL REPORT	View image in PDF format
07/31/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
05/16/2023 -- Amended and Restated Articles	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
06/07/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
05/27/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/23/2022 -- ANNUAL REPORT	View image in PDF format
08/30/2021 -- Amendment	View image in PDF format
01/26/2021 -- ANNUAL REPORT	View image in PDF format
08/10/2020 -- ANNUAL REPORT	View image in PDF format
01/29/2019 -- ANNUAL REPORT	View image in PDF format
01/14/2019 -- Reg. Agent Change	View image in PDF format

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>10,000.00</u>
2. Special Shoring	\$ <u> </u>

Identify method of compliance for Item #1: Trench Boxes

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

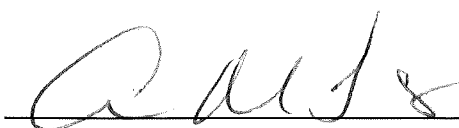
BIDDER: Jax Utilities Management, Inc.

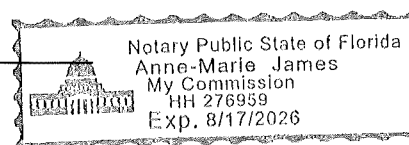
By: 

Name: Charles D. Freshwater

Title: President

Sworn to and subscribed before me this 23rd day of April, 2025.


Notary Public



My Commission Expires: 8/17/2026

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Tax Utilities Management, Inc.	
Corporate Office			
Name:	Charles P. Freshwater	Phone number:	904-779-5353
Title:	President	Email address:	cfreshwater@taxum.com
Business address of corporate office:		5465 Verna Blvd.	
		Jax, FL 32205	
Local Office			
Name:	Same	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.	N/A		
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	8/1/1974	State in which Business was formed:	Florida
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Charles D. Freshwater	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ N/A
Name:	Thomas R. Johns	Title:	Vice President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ N/A
Name:	Anne-Marie James	Title:	Secretary / Treasurer
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ N/A
Name:	Robert S. Jordan	Title:	CFO

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Underground Utility & Excavation		
Licensing Agency:	State of Florida		
License No:	CUC043128	Expiration Date:	8/31/2020
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Louis Lawrence	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
SEE ATTACHED		

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
SEE ATTACHED									

ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:	Financials Available Upon Request		
Date of Business's most recent financial statement:		☐ Attached	
Date of Business's most recent audited financial statement:		☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

Louis Lawrence

Health and Safety Coordinator



Contact 5465 Verna Blvd. Jacksonville, FL 32205 904.779.5353 904.437.7642 louis@jaxum.com Certifications Florida Certified Underground Utility & Excavation Contractor CUC 1224047 Class A Commercial Drivers License OSHA 500 10 hr OSHA Construction Earthworks Level 1 and 1 Asphalt Level 1 and 1 MOT Intermediate Nuclear Safety and Hazmat Qualified Stormwater Inspector Stormwater Operator Level 1 and 2	Summary A seasoned and highly skilled Project Manager with more than 30 years' experience in all facets of construction and maintenance projects including more than 20 years' experience in administration and construction project management. Expertise in planning, directing, and administering department programs and budgets, bid development and process, contracting, cost analysis, public/vendor relations, project scope management, human resource functions and field construction activities. An energetic, focused, and goal-oriented professional with strong ability to promote and coordinate private and public programs and services within established budgets. Highly skilled and thorough knowledgeable in maintenance and construction operations, inspection protocols, schedules, and management. An ambitious, creative, decisive and hardworking manager with strong leadership abilities, and excellent oral, written, and interpersonal communication skills. Experience • Jax Utilities Management, Inc. 2021-Present Health and Safety Coordinator Inspect, report and resolve for NPDES, HR, health and safety compliance all company maintenance and construction, right of way and new development projects. • Nassau County Public Works 2008-2019 Construction Inspector Inspect for compliance maintenance and construction, right of way and new development projects. Both commercial and residential construction. • City of Jacksonville Public Works 1988 -2019 Public Works Contract Construction Manager Supervised, planned, inspect and administered a broad variety of complex maintenance and construction projects. Skills Communication Negotiation Project Management Process Analysis Organization Job Costing Team Building Scheduling Profitability Problem Solving Budgeting Mentoring Estimating Planning Leadership Networking Vision Focus Reporting Strategy Data Analysis Accounting Planning Business Development Customer Relations
--	--



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: JAX UTILITIES MANAGEMENT INC

Risk ID: 093700872

Rating Effective Date: 01/01/2024

Production Date: 01/24/2024

State: FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.17	93,932	138,390	44,458	26,477	43,240	51,895	25,418
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.17		93,932	138,390	44,458	7,943	43,240	17,510	9,567

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
Actual	(I)		C * (1 - A) + G		(A) * (F)		(J)			
		9,567	121,204		1,350		132,121			
Expected	(E)		C * (1 - A) + G		(A) * (C)		(K)			
		44,458	121,204		15,968		181,630			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
Factors			1.00						(J) / (K)	
									.73	

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

THIS RATING INCLUDES THE EXPERIENCE FOR JAX UTILITIES MANAGEMENT INC, DUE TO AN OWNERSHIP TRANSACTION DETAILED IN OUR LETTER DATED 1/24/24.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: JAX UTILITIES MANAGEMENT INC

Risk ID: 093700872

Rating Effective Date: 01/01/2024

Production Date: 01/24/2024

State: FLORIDA

09-FLORIDA

Firm ID:

Firm Name: JAX UTILITIES MANAGEMENT INC

Carrier: 24570

Policy No. WC0100064569

Eff Date: 01/01/2021

Exp Date: 01/01/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	C00303442	05	F	2,773	2,773
5606	.33	.31	136,850	452	140	NO. 3	06	*	656	656
6306	1.63	.35	1,012,494	16,504	5,776	C00309296	06	F	2,093	2,093
6319	1.29	.31	3,126,211	40,328	12,502					
7580	.83	.37	24,960	207	77					
8227	1.68	.35	76,585	1,287	450					
8810	.07	.42	1,176,637	824	346					
9765	WORKPLACE SAFETY (			-1,192	-386					
9812	EMPLOYERS LIABILIT			0	0					
9841	DRUG-FREE WORKPLAC			-2,921	-945					
Policy Total:				5,553,737	Subject Premium: 221,547	Total Act Inc Losses: 5,522				

09-FLORIDA

Firm ID:

Firm Name: JAX UTILITIES MANAGEMENT INC

Carrier: 24570

Policy No. WC0100064569

Eff Date: 01/01/2022

Exp Date: 01/01/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	NO. 5	06	*	1,896	1,896
5606	.33	.31	78,780	260	81	C00322353	06	F	44,477	18,000
6306	1.63	.35	996,848	16,249	5,687					
6319	1.29	.31	5,357,441	69,111	21,424					
7580	.83	.37	24,960	207	77					
8227	1.68	.35	134,819	2,265	793					
8810	.07	.42	1,361,997	953	400					
9765	WORKPLACE SAFETY (			-1,781	-569					
9812	EMPLOYERS LIABILIT			0	0					
9841	DRUG-FREE WORKPLAC			-4,363	-1,395					
Policy Total:				7,954,845	Subject Premium: 326,227	Total Act Inc Losses: 46,373				

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 2 of 2

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	SEE ATTACHED			
Surety is a corporation organized and existing under the laws of the state of:				
Is surety authorized to provide surety bonds in the Project location?		☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?				
☐ Yes ☐ No				
Mailing Address (principal place of business):				
Physical Address (principal place of business):				
Phone (main):			Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):				
Insurance Provider		Type of Policy (Coverage Provided)		
SEE ATTACHED				
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No		
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No		
Mailing Address (principal place of business):				
Physical Address (principal place of business):				
Phone (main):			Phone (claims):	

March 18, 2025

RE: Bonding Capacity – Jax Utilities Management, Inc.

To Whom It May Concern:

We hereby confirm that Jax Utilities Management, Inc. is a highly valued client of Euler Hermes North America Insurance Company (operating under the Allianz Trade name), and that we have confidence in the financial and operational strength of the firm. We are currently willing to support single bonds up to \$50,000,000 with a total aggregate capacity of \$150,000,000.

As is customary within the surety industry, the issuance of any bid or final bonds is always contingent upon a satisfactory underwriting review at the time a request for bonds is made. This review may include, but not be limited to, acceptable terms, conditions, documents, bond forms, and confirmation of an acceptable financing source and payment provisions. It should be understood that any arrangement for surety bonds is a matter strictly between Jax Utilities Management, Inc. and Euler Hermes. We assume no liability to third parties or to you by issuance of this letter.

Euler Hermes North America Insurance Company is Rated "A+" by A.M. Best with a Financial Classification of "XV" (\$2 billion or greater) and appears on the U.S. Treasury Department List of approved sureties.

EULER HERMES NORTH AMERICA INSURANCE COMPANY

Matthew M. Eperesi

Matthew M Eperesi, Attorney-in-Fact

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than:

3 POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Matthew M. Eperesi Richard Zimmerman Robert Vetere	1401 Forum Way Suite 740 West Palm Beach, FL 33401	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.



James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.



Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of March, 20 25.



Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Svcs LLC, CL 4600 Touchton Rd Building 100, Suite 275 Jacksonville, FL 32246	CONTACT NAME: Amanda Starcher	
	PHONE (A/C, No, Ext): 352-390-2768	FAX (A/C, No): 352-732-0132
	E-MAIL ADDRESS: Amanda.Starcher@usi.com	
INSURED Jax Utilities Management, Inc. 5465 Verna Blvd Jacksonville, FL 32205	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Valley Forge Insurance Company	NAIC # 20508
	INSURER B : Continental Insurance Company	35289
	INSURER C : FFVA Mutual Insurance Co	10385
	INSURER D : Travelers Excess and Surplus Lines Co	29696
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	7094974545	01/01/2025	01/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	7094980085	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10000	X	X	7094980099	01/01/2025	01/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC84008097172025A	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
D	Inland Marine Install Floater Rent/Leas Equip			QT630A1325045TXS25	01/01/2025	01/01/2026	Equip Sched \$9,330,026 \$250k/ \$2,500 Ded \$250K/\$10K Ded

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

CERTIFICATE HOLDER INFORMATIONAL CERTIFICATE	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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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	196
Estimate of revenue for the current year:	\$88,720,804
Estimate of revenue for the previous year:	\$76,290,416

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	
As a general contractor:	50
As a joint venturer:	N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No	
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No	
Been released from a bid in the past 5 years? ☐ Yes ☒ No	
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No	
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No	
Provide full details in a separate attachment if the response to any of these questions is Yes.	

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- Diverse Business Certifications if required by Paragraph 3.01.
- Certification of Business's safety performance if required by Paragraph 4.02.
- Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Jax Utilities Management, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Charles D. Freshwater
(typed or printed)

Title: President
(typed or printed)

Date: 4/23/2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Anne-Marie James
(typed or printed)

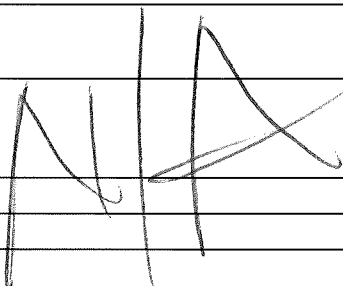
Title: Secretary
(typed or printed)

Address for giving notices:
5465 Verna Blvd.
Jacksonville, FL 32205

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: 

Phone: _____

Email: _____

Schedule A—Current Projects

SEE ATTACHED

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name					
Safety Manager		Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name					
Safety Manager		Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name					
Safety Manager		Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					



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Charlie Freshwater - President | Rick Johns - Vice President | Steven Jordan - CFO

CONTRACTS ON HAND

Company Name: Jax Utilities Management, Inc.

Date: 4/22/2025

#	DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBLET TO OTHERS	AS PRIME CONTRACTOR	COMPLETED TO DATE	BALANCE TO COMPLETE	% COMPLETE	CUSTOMER
1	COJ Cross Drains North	\$ 9,500,000.00	\$ -	\$ -	\$ 9,500,000.00	\$ 9,051,670.00	\$ 448,330.00	95%	City of Jax
2	Esplanade PH 1A	\$ 2,051,086.00	\$ -	\$ -	\$ 2,051,086.00	\$ 1,779,482.00	\$ 271,604.00	87%	Smith Trucking/Taylor Morrison
3	Reinhold Parcel 61	\$ 15,595,669.00	\$ -	\$ -	\$ 15,595,669.00	\$ 11,748,260.00	\$ 3,847,409.00	75%	GreenPointe
4	COJ Sidewalks West	\$ 4,500,000.00	\$ -	\$ -	\$ 4,500,000.00	\$ 3,019,064.00	\$ 1,480,936.00	67%	City of Jax
5	COJ Cross Drains South	\$ 6,500,000.00	\$ -	\$ -	\$ 6,500,000.00	\$ 4,083,028.00	\$ 2,416,972.00	63%	City of Jax
6	COJ Sidewalks North	\$ 7,200,000.00	\$ -	\$ -	\$ 7,200,000.00	\$ 4,208,121.00	\$ 2,991,879.00	58%	City of Jax
7	COJ Ditches	\$ 9,500,000.00	\$ -	\$ -	\$ 9,500,000.00	\$ 5,511,344.00	\$ 3,988,656.00	58%	City of Jax
8	Clay County Drain Lines	\$ 5,000,000.00	\$ -	\$ -	\$ 5,000,000.00	\$ 2,828,506.00	\$ 2,171,494.00	57%	Clay County BOCC
9	Creekview Trail Area 4 + APF Rd PH 2	\$ 23,852,656.00	\$ -	\$ -	\$ 23,852,656.00	\$ 12,693,000.00	\$ 11,159,656.00	53%	GreenPointe
10	COJ Sidewalks South	\$ 6,000,000.00	\$ -	\$ -	\$ 6,000,000.00	\$ 2,828,506.00	\$ 3,171,494.00	47%	City of Jax
11	COJ Cave Ins	\$ 10,000,000.00	\$ -	\$ -	\$ 10,000,000.00	\$ 3,881,391.00	\$ 6,118,609.00	39%	City of Jax
12	Madeira PH 2C-1 & 2C-2	\$ 2,442,617.00	\$ -	\$ -	\$ 2,442,617.00	\$ 642,937.00	\$ 1,799,680.00	26%	Ponce Associates, LLC
13	COJ ADA Ramps Westside	\$ 1,274,170.00	\$ -	\$ -	\$ 1,274,170.00	\$ 63,631.00	\$ 1,210,539.00	5%	City of Jax
14	Esplanade PH 2	\$ 9,866,912.00	\$ -	\$ -	\$ 9,866,912.00	\$ 259,237.00	\$ 9,607,675.00	3%	Smith Trucking/Taylor Morrison
15	Tributary 16	\$ 25,360,817.00	\$ -	\$ -	\$ 25,360,817.00	\$ 310,000.00	\$ 25,050,817.00	1%	GreenPointe
16	Nassau County Ditches	\$ 1,200,000.00	\$ -	\$ -	\$ 1,200,000.00	\$ -	\$ 1,200,000.00	0%	Nassau County BOCC
17	Aquatic Gardens Drainage	\$ 2,795,000.00	\$ -	\$ -	\$ 2,795,000.00	\$ -	\$ 2,795,000.00	0%	City of Atlantic Beach
18	COJ Storm Sewer Rep North	\$ 15,000,000.00	\$ -	\$ -	\$ 15,000,000.00	\$ -	\$ 15,000,000.00	0%	City of Jax
19	COJ Storm Sewer Rep South	\$ 15,000,000.00	\$ -	\$ -	\$ 15,000,000.00	\$ -	\$ 15,000,000.00	0%	City of Jax
20	Nassau County Storm Drain	\$ 2,500,000.00	\$ -	\$ -	\$ 2,500,000.00	\$ -	\$ 2,500,000.00	0%	Nassau County BOCC
21	Tyson Forest	\$ 2,248,664.00	\$ -	\$ -	\$ 2,248,664.00	\$ -	\$ 2,248,664.00	0%	Matovina & Company
22									
23									
24									
25									
26									
27									
28									
29									
30									
		\$ 177,387,591.00			\$ 177,387,591.00	\$ 62,908,177.00	\$ 114,479,414.00	35%	

Schedule B—Previous Experience with Similar Projects

SEE ATTACHED

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name					
Safety Manager		Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name					
Safety Manager		Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name					
Safety Manager		Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

SEE ATTACHED

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					



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COMPLETED PROJECTS IN THE LAST 10 YEARS

Company Name: Jax Utilities Management, Inc.

Date: 4/22/2025

#	OWNER, LOCATION, AND DESCRIPTION OF PROJECT	FINAL CONTRACT AMOUNT	PRIME OR SUB	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME	CONTACT	PHONE
1	Trailmark East Parcel PH 3	\$ 9,004,543.00	PRIME	Full Site	2023/2025	Greenpointe Developers	Gregg Kern	904-996-2485
2	LaSalle Drainage Improvements	\$ 2,773,792.00	PRIME	Full Site	2024/2025	The Haskell Company / COJ	Joe Kantor	904-791-4779
3	Trailmark 13	\$ 7,630,146.00	PRIME	Full Site	2024/2025	Greenpointe Developers	Gregg Kern	904-996-2485
4	Madeira PH 3	\$ 3,269,774.00	PRIME	Full Site	2024/2025	Ponce Associates, LLC	Doug Maier	904-482-1127
5	Sandy Bluff Offsite Utilities	\$ 348,995.00	PRIME	Utilities	2024/2025	Florida Infrastructure, Inc.	Larry Brantley	904-610-6528
6	SR9A Storm Drain	\$ 200,083.00	PRIME	Storm Drain	2024/2025	Hubbard Const. Co., Inc.	John Lawson	407-457-0326
7	Sandy Bluff Onsite Utilities	\$ 723,701.00	PRIME	Utilities	2024/2025	Florida Infrastructure, Inc.	Larry Brantley	904-610-6528
8	Barber & Associates Office	\$ 369,213.00	PRIME	Full Site	2024/2024	Barber & Associates, Inc.	Tim Deisler	904-907-4590
9	Yacht Club Road Improvements	\$ 702,963.00	PRIME	Full Site	2023/2024	City of Jax	Thomas McKnight	904-255-8786
10	McGirts Creek Subdivision	\$ 2,863,081.00	PRIME	Full Site	2023/2024	Matovina & Company	Greg Matovina	904-993-2857
11	McGirts Creek Offsite Utilities	\$ 1,172,000.00	PRIME	Utilities	2023/2024	Matovina & Company	Greg Matovina	904-993-2857
12	Trailmark 12	\$ 10,861,203.00	PRIME	Full Site	2023/2024	Greenpointe Developers	Gregg Kern	904-996-2485
13	Granary Park PH 3	\$ 6,659,000.00	PRIME	Full Site	2023/2024	Greenpointe Developers	Gregg Kern	904-996-2486
14	Starshire Cove	\$ 262,317.00	PRIME	Drainage	2023/2024	City of Jacksonville	Robert Young	904-255-4294
15	Creekview Trail Area 1&2	\$ 15,829,400.00	PRIME	Full Site	2022/2024	GreenPointe	Gregg Kern	904-996-2485
16	Creekview Trail Area 5	\$ 9,715,712.00	PRIME	Full Site	2022/2024	GreenPointe	Gregg Kern	904-996-2485
17	Creekview Trail APF RD PH 1	\$ 2,639,054.00	PRIME	Full Site	2022/2023	Greenpointe Developers	Gregg Kern	904-996-2485
18	Tomahawk Lake	\$ 3,999,680.00	PRIME	Full Site	2022/2023	New Leaf Communities	Lee Arsenaault	904-802-0993
19	Madeira Unit 2A PH2	\$ 687,985.00	PRIME	Full Site	2022/2023	Ponce Associates, LLC	Doug Maier	904-482-1127
20	Madeira Unit 2A PH3	\$ 929,274.00	PRIME	Full Site	2022/2023	Ponce Associates, LLC	Doug Maier	904-482-1127
21	Nassau Crossing Park Phase 2+3	\$ 1,192,458.00	PRIME	Full Site	2022/2023	Matovina & Company	Greg Matovina	904-993-2857
22	Kings Landing	\$ 2,336,240.00	PRIME	Full Site	2022/2023	Corner Lot Development	Eric Geisler	904-551-2540
23	Oxford Estates	\$ 1,663,170.33	PRIME	Full Site	2022/2023	David Weekley Homes	Nate Day	904-894-1865
24	Donner Road Reconstruction	\$ 3,250,695.00	PRIME	Full Site	2022/2023	City of Atlantic Beach	Scott Williams	904-247-5834
25	Sandridge Ph 2	\$ 9,159,287.00	PRIME	Full Site	2022/2023	GreenPointe	Gregg Kern	904-996-2485
26	Woodland Park @ Nocatee	\$ 2,371,542.00	PRIME	Full Site	2022/2023	Matovina & Company	Greg Matovina	904-993-2857
27	Edwards Road WM Extension	\$ 2,034,424.00	PRIME	Utilities	2022/2023	GreenPointe	Gregg Kern	904-996-2485
28	Jacksonville VA Offsite	\$ 1,492,840.00	SUB	Full Site	2022/2023	Meyer Najem-GC	Xavier Terrell	317-577-0007
29	Granary Park Amenity Center	\$ 614,287.00	PRIME	Full Site	2022/2023	GreenPointe	Gregg Kern	904-996-2485
30	College Drive Improvements	\$ 2,545,373.00	PRIME	Full Site	2022/2023	Clay County BOCC	Steve Koteras	904-269-6301

31	Trailmark 11	\$ 8,893,000.00	PRIME	Full Site	2021/2022	Greenpointe Developers	Gregg Kern	904-996-2485
32	Westlake Landing	\$ 2,320,134.00	PRIME	Full Site	2021/2022	D.R. Horton	Shane Ricci	904-899-5968
33	Westlake Estates Townhomes	\$ 1,877,684.00	PRIME	Full Site	2021/2022	D.R. Horton	Shane Ricci	904-899-5968
34	Liberty Sq South Ph 2	\$ 894,778.00	PRIME	Full Site	2021/2022	Matovina & Company	Greg Matovina	904-993-2857
35	GCS Lift Stations	\$ 153,000.00	PRIME	Full Site	2021/2022	City of Green Cove Springs	Scott Schultz	904-297-7060
36	Avenida at Amelia	\$ 611,146.00	PRIME	Full Site	2021/2022	Matovina & Company	Greg Matovina	904-993-2857
37	Liberty Sq South Ph 1	\$ 1,591,971.00	PRIME	Full Site	2021/2022	Matovina & Company	Greg Matovina	904-993-2857
38	Nassau Townhomes PH 2	\$ 542,094.00	PRIME	Full Site	2021/2022	Matovina & Company	Greg Matovina	904-993-2857
39	Tiny Homes	\$ 1,346,639.00	PRIME	Full Site	2021/2022	Matovina & Company	Greg Matovina	904-993-2857
40	Sandridge Ph 1	\$ 7,593,850.00	PRIME	Full Site	2021/2022	Greenpointe Developers	Gregg Kern	904-996-2485
41	Nassau Crossing TH PH 2	\$ 1,108,277.00	PRIME	Full Site	2021/2022	Patriot Ridge, LLP	Greg Matovina	904-993-2857
42	Grand Oaks 1C-2	\$ 1,112,219.00	PRIME	Full Site	2021/2021	Toll Brothers	Justin Scarberry	904-467-9794
43	Madeira II & III Remediation	\$ 3,716,177.00	PRIME	Earthwork	2020/2022	Ponce Associates, LLC	Doug Maier	904-482-1127
44	Goose Creek	\$ 2,184,510.00	PRIME	Full Site	2020/2022	New Leaf Communities	Lee Arsenault	904-802-0993
45	Madeira 1C-1	\$ 2,073,264.00	PRIME	Full Site	2020/2022	Ponce Associates, LLC	Doug Maier	904-482-1127
46	Madeira 1C-2	\$ 631,718.00	PRIME	Full Site	2020/2022	Ponce Associates, LLC	Doug Maier	904-482-1127
47	Nassau Crossing Park PH 1	\$ 566,968.00	PRIME	Full Site	2019/2020	Matovina & Company	Greg Matovina	904-993-2857
48	COJ Storm Repairs	\$ 5,500,000.00	PRIME	Storm Drain	2019/2020	City of Jacksonville	Robert Young	ryoung@coj.net
49	Hyde Park Drainage	\$ 281,000.00	PRIME	Storm Drain	2019/2020	City of Jacksonville	Jack Gabriel	904-255-8746
50	Miruelo Circle Drainage	\$ 1,283,766.00	PRIME	Storm Drain	2019/2020	City of Jacksonville	Ron Stine	904-255-8716
51	COJ Storm Const	\$ 7,485,298.00	PRIME	Storm Drain	2019/2020	City of Jacksonville	Paul Miller	plmiller@coj.net
52	COJ Ditch Cleaining	\$ 9,000,000.00	PRIME	Storm Drain	2019/2020	City of Jacksonville	Joshua Jones	joshuahj@coj.net
53	COJ Misc Water Main	\$ 362,343.00	PRIME	Utilities	2019/2020	City of Jacksonville Beach	Dennis Dupries	904-509-0268
54	COJ Ditch Cleaining	\$ 1,500,000.00	PRIME	Storm Drain	2019/2020	City of Jacksonville	Robert Young	ryoung@coj.net
55	Clay County Drainage	\$ 2,909,875.00	PRIME	Storm Drain	2019/2020	Clay County	Steve Koteras	904-269-6301
56	COJ North Area Concrete	\$ 4,000,000.00	PRIME	Concrete	2019/2020	City of Jacksonville	Maurice Cole	904-472-2866
57	Sandler Oaks Ph 1+2	\$ 3,336,413.00	PRIME	Full Site	2018/2019	Patriot Ridge, LLP	Greg Matovina	904-993-2857
58	Ortega Place	\$ 1,138,039.00	PRIME	Full Site	2018/2019	Ortega Place, LLC	Greg Matovina	904-993-2857
59	Edwards Creek	\$ 519,971.00	PRIME	Full Site	2018/2019	Edwards Creek Signature, LLC	Teresa Brown	321-436-3746
60	Nassau Crossing Ph 1	\$ 3,998,934.00	PRIME	Full Site	2017/2018	Patriot Ridge, LLP	Greg Matovina	904-993-2857
61	Nassau Crossing TH	\$ 1,276,857.00	PRIME	Full Site	2017/2018	Patriot Ridge, LLP	Greg Matovina	904-993-2857
62	Old Glory	\$ 1,661,009.00	PRIME	Full Site	2017/2018	Ortega Place, LLC	Jobalia Development Group	386-310-4948
63	Luten Landing	\$ 1,000,000.00	PRIME	Full Site	2017/2018	New Leaf Communities	Lee Arsenault	904-802-0993
64	Victoria Preserve	\$ 1,661,009.00	PRIME	Full Site	2016/2017	Richmond American Homes	Alex Allison	904-541-2313
65	Camden Crossing	\$ 768,607.00	PRIME	Full Site	2016/2017	Camden Crossing, LLC	Lee Arsenault	904-802-0993
66	Madeira Ph 2a U1	\$ 1,089,780.00	PRIME	Full Site	2015/2016	Ponce Associates, LLC	Doug Maier	904-482-1127
67	Clay County Drain Line	\$ 399,776.00	PRIME	Drainage		Clay County BOCC	Steve Koteras	904-269-6301
68	COJ ADA Ramps Jax Heights	\$ 780,671.00	PRIME	Concrete		City of Jax	Maurice Cole	904-472-2866
69	COJ ADA Ramps North Beach	\$ 403,947.20	PRIME	Concrete		City of Jax	Maurice Cole	904-472-2866
70								
71								
72								
73								
74								
75								
		\$ 194,876,956.53						

Schedule C—Key Individuals

Project Manager			
Name of individual		Scott Mason	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager		SEE ATTACHED	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		CHRIS NEWTON	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent		SEE ATTACHED	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Scott Mason III

Project Manager



Contact

5465 Verna Blvd.
Jacksonville, FL 32205
O. 904.779.5353
C. 561.707.0851
scott@jaxum.com

Certifications

FDEP
Protection Stormwater Erosion
and Sediment Inspector

Advanced Maintenance of Traffic
Northeast Florida Safety Council

Dispute Resolution Board
Best Practices

NCCER Project Management

Westlaw & LexisNexis Certified

Primavera P6

Summary

27 years of experience in highway infrastructure, site development, and utility construction.
First 12 years as a laborer in the union and later as a foreman then superintendent.
15 years as project manager including 3 years as senior financial project manager.
Proficient in Primavera P6 creating logic and cost analysis reducing time and cost.
Experienced in public policy, contract law, property law, and civil procedures.

Experience

- **Jax Utilities Management, Inc.**
Present
Project Manager
- **Jax Dirt Works**
2021-2022
Project Manager
- **Hubbard Construction**
2014-2021
Project Financial Manager
Project Manager

Skills

Communication	Negotiation	Project Management
Safety Analysis	Organization	Job Costing
Leadership	Scheduling	Profitability
Management	Budgeting	Mentoring
Conflict Resolution	Planning	Networking
Process Analysis	Vision	Focus
Cost Reporting	Strategy	Data Analysis
Accounting	Estimating	Business Development
Customer Relations		

Chris Newton

General Superintendent



Contact Summary

5465 Verna Blvd.
Jacksonville, FL 32205
904.779.5353
cnewton@jaxum.com

20 years of proven experience in underground utility construction specializing in water, wastewater, stormwater, and road construction.

Certifications

Stormwater Mngmnt Inspector
Construction Site Safety
Safety Leadership Dev
NUCA Confined Space Entry
OSHA Competent Person
ASHI Adult CPR
ASHI Basic First Aid
OSHA 10
Heavy EQ Awareness
Heavy EQ Safety
Rigging Safety
Crane Rigging & Signaling
Environmental Compliance

Experience

Jax Utilities Management, Inc. 2003-Present

General Superintendent

Oversees construction of all projects to deliver high quality product on schedule and on budget.

- Vast knowledge of equipment operation.
- Responsible for project assessment.
- Estimating, project management, and quality control.

Callaway Contracting 5 years
City of Asheville, North Carolina 5 years

Projects

- COJ Roadside Ditch Cleaning and Rehab
- COJ Storm Sewer Replacement and Construction
- COJ Beach Stormwater Channel Improvements
- Town of Hilliard Water Main & Force Main Replacement
- COJ Storm Sewer Cave In Repair
- Clay County Continuous Drian Line Repair or Construction
- Duval County Public Schools District Wide Paving
- Nassau County Storm Drain Replacement
- City of Green Cove Springs Water and Sewer Installation
- Specialty Grout Injection and Soil Stabilization

Skills

Scheduling	Planning	Crew Leader
Coordination	Budgeting	Problem Solving
Team Development	Value Engineering	Material Procurement
Communication	Quality Control	Construction Site Management

Safety Manager			
Name of individual		Louis Lawrence	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager		SEE ATTACHED	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Louis Lawrence	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent		SEE ATTACHED	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Louis Lawrence

Health and Safety Coordinator



Contact 5465 Verna Blvd. Jacksonville, FL 32205 904.779.5353 904.437.7642 louis@jaxum.com Certifications Florida Certified Underground Utility & Excavation Contractor CUC 1224047 Class A Commercial Drivers License OSHA 500 10 hr OSHA Construction Earthworks Level 1 and 1 Asphalt Level 1 and 1 MOT Intermediate Nuclear Safety and Hazmat Qualified Stormwater Inspector Stormwater Operator Level 1 and 2	Summary A seasoned and highly skilled Project Manager with more than 30 years' experience in all facets of construction and maintenance projects including more than 20 years' experience in administration and construction project management. Expertise in planning, directing, and administering department programs and budgets, bid development and process, contracting, cost analysis, public/vendor relations, project scope management, human resource functions and field construction activities. An energetic, focused, and goal-oriented professional with strong ability to promote and coordinate private and public programs and services within established budgets. Highly skilled and thorough knowledgeable in maintenance and construction operations, inspection procedures, schedules, and management. An ambitious, creative, decisive and hardworking manager with strong leadership abilities, and excellent oral, written, and interpersonal communication skills. Experience • Jax Utilities Management, Inc. 2021-Present Health and Safety Coordinator Inspect, report and resolve for NPDES, HR, health and safety compliance all company maintenance and construction, right of way and new development projects. • Nassau County Public Works 2008-2019 Construction Inspector Inspect for compliance maintenance and construction, right of way and new development projects. Both commercial and residential construction. • City of Jacksonville Public Works 1988 -2019 Public Works Contract Construction Manager Supervised, planned, inspect and administered a broad variety of complex maintenance and construction projects. Skills Communication Negotiation Project Management Process Analysis Organization Job Costing Team Building Scheduling Profitability Problem Solving Budgeting Mentoring Estimating Planning Leadership Networking Vision Focus Reporting Strategy Data Analysis Accounting Planning Business Development Customer Relations
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SECTION 00451
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

STATE OF Florida

COUNTY OF Duval

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

1. The business address of Jax Utilities Management, Inc.
(firm name of Bidder/Contractor)

is 5465 Verona Blvd, Jax, FL 32205.

2. My relationship to Jax Utilities Management, Inc.
(firm name of Bidder/Contractor)

is President
(relationship such as sole proprietor, partner, president, vice president)

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

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person, or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

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

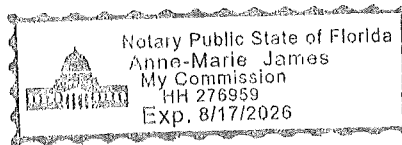
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 23rd day of April, 2025.

Notary Public



(affix seal)

8/17/2026
My commission expires

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
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N/A

(Signed) _____



SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The City of Neptune Beach, FL, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Margaret, Myra, and
South Streets Drainage Improvements,"
the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Duval

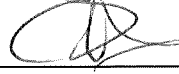
Charles D. Freshwater, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is President (officer's title)
of Jax Utilities Management, Inc. (company name),
the Bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached
bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in any
way colluded, conspired, connived, or agreed, directly or indirectly with any other
Bidder, firm, or person to submit a collusive or sham bid in connection with the
contract for which the attached bid has been submitted or to refrain from bidding
in connection with such contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other
Bidder, firm, or person to fix the price or prices in the attached bid or of any other
Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid
price of any other Bidder, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against the _____
or any person interested in the proposed contract; and

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

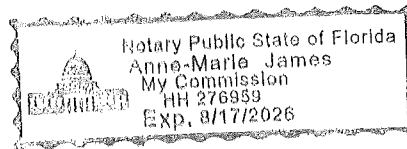
(Signed)



Subscribed and sworn to before me
this 23rd day of April, 2025



Notary Public



My commission expires 8/17/24

SECTION 00454

DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Jax Utilities Management, Inc. (Print or Type Name of Firm)

- ☒ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ☒ Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- ☒ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- ☒ Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, 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 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- ☒ Imposes a sanction on or requires 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.
- ☒ Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

“As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein.”



Authorized Signature

4/23/25

Date Signed _____

State of: FLORIDA

County of: Dinal

Sworn to and subscribed before me this 23rd day of April, 2025

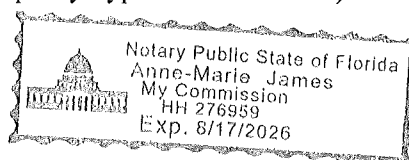
Personally known X or Produced Identification _____

(Specify Type of Identification)


Signature of Notary

Signature of Notary

My Commission Expires 8/17/2024



REV 9/09

00454-1

DRUG-FREE WORKPLACE CERTIFICATE

SECTION 00410 BID FORM

PROJECT ID: 2025-04

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: Margaret, Myra, and South Streets Drainage Improvements
City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266
Contract Identification/Bid Number: 2025-04
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2/13/25</u>
<u>2</u>	<u>2/20/25</u>
<u>3</u>	<u>4/4/25</u>
<u>4</u>	<u>4/7/25</u>
<u>5</u>	<u>4/10/25</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be

performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid form.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) on the following Bid Form:

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
BASE BID					
1	Mobilization/Demobilization and General Conditions	LS	1	\$ 160,000.00	\$ 1,600,000.00
2	Performance/Payment Bond	LS	1	\$ 30,056.43	\$ 30,056.43
3	Environmental Protection	LS	1	\$ 18,694.57	\$ 18,694.57
4	Maintenance of Traffic	LS	1	\$ 60,000.00	\$ 60,000.00
5	Construction Surveying and Certified Record Drawings	LS	1	\$ 80,000.00	\$ 80,000.00
6	Sod/Restoration	SF	12,500	\$ 4.00	\$50,000.00
MYRA STREET					
7	Asphalt Pavement Repair	SF	8,588	\$ 18.00	\$ 154,584.00
8	Block Paver Repair	SF	373	\$ 40.00	\$ 14,920.00
9	Concrete Driveway Repair	SF	2,369	\$ 20.00	\$ 47,380.00
10	Type "C" Inlet	EA	18	\$ 5,000.00	\$ 90,000.00
11	12-inch PVC Drainage Pipe (SDR-35)	LF	1,046	\$ 330.00	\$ 345,180.00
12	6-inch PVC Drainage Pipe (SDR-35)	LF	173	\$ 195.00	\$ 33,735.00
13	Concrete Sidewalk	SF	202	\$ 50.00	\$ 10,100.00
14	Remove Existing Inlets	EA	1	\$ 1,500.00	\$ 1,500.00
15	Connect 12-inch PVC Pipe to Existing Inlet	EA	1	\$ 6,000.00	\$ 6,000.00
16	Relocate Stop Sign	EA	1	\$ 325.00	\$ 325.00
17	24-inch Stop Bar	EA	3	\$ 1,200.00	\$ 3,600.00
18	Header Wall	LF	22	\$ 75.00	\$ 1,650.00
19	12-inch ADS Basin	EA	2	\$ 2,200.00	\$ 4,400.00
20	Lower Existing Sanitary Manhole Top	EA	1	\$ 3,200.00	\$ 3,200.00
21	Demolish Existing Curb and Gutter and Grade to EOP	LS	1	\$ 3,500.00	\$ 3,500.00
MARGARET STREET					
22	Asphalt Pavement Repair	SF	10,543	\$ 20.00	\$ 210,860.00
23	Block Paver Repair	SF	1,384	\$ 30.00	\$ 41,520.00
24	Concrete Driveway Repair	SF	2,954	\$ 20.00	\$ 59,080.00
25	Type "C" Inlet	EA	18	\$ 5,000.00	\$ 90,000.00
26	12-inch PVC Drainage Pipe (SDR-35)	LF	1,151	\$ 315.00	\$ 362,565.00
27	6-inch PVC Drainage Pipe (SDR-35)	LF	111	\$ 180.00	\$ 19,980.00
28	Concrete Sidewalk	SF	37	\$ 100.00	\$ 3,700.00
29	Remove Existing Inlets	EA	1	\$ 1,500.00	\$ 1,500.00
30	Connect 12-inch PVC pipe to Existing Inlet	EA	1	\$ 4,500.00	\$ 4,500.00
31	24-inch Stop bar	EA	4	\$ 1,200.00	\$ 4,800.00
32	WYE Fitting	EA	1	\$ 1,800.00	\$ 1,800.00
33	Core Hole S-310 and Connect Existing Pipe	EA	1	\$ 4,000.00	\$ 4,000.00

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
34	Demolish Existing Curb and Gutter and Grade to EOP	LS	1	\$ 3,500.00	\$ 3,500.00
35	Gravel	SY	398	\$ 50.00	\$19,900.00
SOUTH STREET					
36	Asphalt Pavement Repair	SF	452	\$ 55.00	\$ 24,860.00
37	Block Paver Repair	SF	302	\$ 50.00	\$ 15,100.00
38	Type "C" Inlet	EA	3	\$ 5,000.00	\$ 15,000.00
39	12-inch PVC Drainage Pipe (SDR-35)	LF	106	\$ 315.00	\$ 33,390.00
40	6-inch PVC Drainage Pipe (SDR-35)	LF	24	\$ 180.00	\$ 4,320.00
41	Remove Existing Inlets	EA	1	\$ 1,500.00	\$ 1,500.00
42	Connect 12-inch PVC pipe to Existing Inlet	EA	1	\$ 4,500.00	\$ 4,500.00
CONTINGENCY ALLOWANCE					
43	Contingency Allowance	LS	1	\$20,000	\$20,000
Total of All Bid Item Prices				\$	2,065,200.00

Bidder certifies that Unit Prices have been computed in accordance with Paragraph 13.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the form of Agreement contained within the Bidding Documents.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a part of this Bid:

- A. Required Bid security in the form of a certified check or Bid Bond (Section 00430).
- B. Tabulation of Subcontractors and Suppliers (Section 00431).
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

- D. Contractor's License No.: CUC #057651; CGC #1226048
- E. Florida Trench Safety Act Certification (Section 00440).
- F. Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).
- G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
- H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
- I. Noncollusion Affidavit (Section 00453).
- J. Drug-Free Workplace Certificate (Section 00454).
- K. List of Project References.
- L. [List other documents as pertinent]

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Petticoat-Schmitt Civil Contractors, Inc.
(SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): General Business

By: Ch [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Charles Tofferi

Title: Director
(CORPORATE SEAL)

Attest: Mary [Signature]

Date of Qualification to do business in FLORIDA [State where Project is located] is
10 / 23 / 2007.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 8014 Bayberry Rd.

Jacksonville, FL 32256

Phone No. (904) 751-0888 Fax No. (904) 751-0988

E-mail ctofferi@petticoatschmitt.com

SUBMITTED on April 23, 2025

State Contractor License No. CGC#057651; CUC #1226048

END OF SECTION

SECTION 00430**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Petticoat Schmitt Civil Contractors Inc
8014 Bayberry Road Jacksonville FL 32256

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square Hartford CT 06183

OWNER (Name and Address):

City of Neptune Beach
116 First Street
Neptune Beach FL 32266

BID

Bid Due Date: April 23, 2025

Description (Project Name and Include Location): Drainage Design for Margaret, Myra and South Streets

BOND

Bond Number: Bid

Date (Not earlier than Bid due date): April 17, 2025

Penal sum Five Percent of Bid Amount

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Petticoat Schmitt Civil Contractors Inc

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Charles Toffei

Print Name

Director

Title

Attest:

Signature

DIR OF BUSINESS DEV

Title

SURETY

Travelers Casualty and Surety Company of America

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Benjamin K. Powell

Print Name

Attorney in Fact

Title

Attest:

Signature

Witness

Tess Labitan

Title Account Manager

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

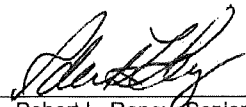
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BENJAMIN K POWELL** of **JACKSONVILLE**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

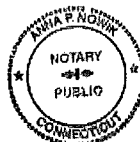
By: 
Robert L. Raney, Senior Vice President

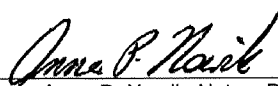
City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

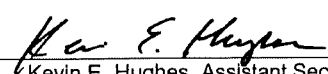
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of April, 2025




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1) <u>Keelco</u> <u>2345 Dennis St., Jacksonville, FL</u>	<u>Asphalt</u>
(2) <u>Concrete Profiles</u> <u>3225 Anniston Rd., Jacksonville, FL</u>	<u>Concrete Flatwork</u>
(3) <u>M & J Striping</u> <u>PO Box 130, Bryceville, FL</u>	<u>Striping</u>
(4) <u>Liberty Landscaping</u> <u>Jacksonville, FL</u>	<u>Grassing</u>
(5) <u>ACP</u> <u>Lutz, FL</u>	<u>Brick Paving</u>
(6) _____ _____	_____
(7) _____ _____	_____

BIDDER: Petticoat-Schmitt Civil Contractors, Inc.

By: 

Name: Charles Tofferi

Title: Director

Date: 4/23/25

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>12,666.50</u>
2. Special Shoring	\$ <u>N/A</u>

Identify method of compliance for Item #1: Per OSHA Regulations Trench Box 2303 LF @ \$5.50/LF

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

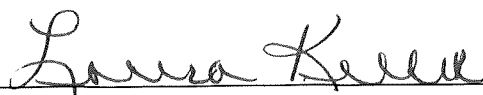
BIDDER: Petticoat-Schmitt Civil Contractors, Inc.

By: 

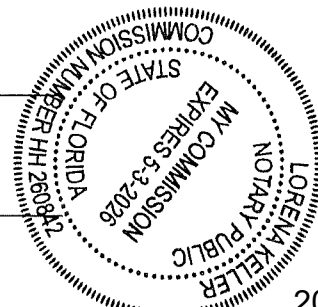
Name: Charles Tofferi

Title: Director

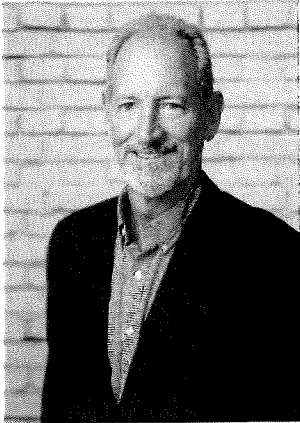
Sworn to and subscribed before me this 23rd day of April, 2025.


Notary Public

My Commission Expires: 5/3/2026



Ryan Schmitt



OWNER/CEO – PETTICOAT-SCHMITT

100% Owner, Founder and President of Petticoat-Schmitt Civil Contractors, Inc. Ryan has over 32 years' experience in the civil contracting industry with the last twenty-seven in senior management. A proven leader in the civil construction industry bringing a consistent history of corporate and association leadership, his areas of expertise include strategic planning, organizational design, process development and implementation, recruiting and staffing, motivating work force, safety design and implementation, estimating, project management, equipment acquisition and managerial accounting.

Education

Masters in business administration (M.B.A.), University of North Florida

Bachelor of Construction Technology, University of North Florida

Bachelor of Arts, Criminal Justice, University of Florida

Professional Credentials

Florida State Certified General Contractor -
#CGC057651

Florida State Class V Fire Protection Contractor -
#72180800011996

Experience

32 years

Professional Affiliations

NUCA National - Past Chairperson of the Board

NUCA of FL – Past President

NUCA of N FL – Past President

Seamark Ranch- Past Chairperson of the Board

University of North Florida – Dean's Leadership Council
University of North Florida – Construction Management
Advisory Board Member
City of Jacksonville – Construction Disputes Review
Board Member

AWARDS & RECOGNITION

2012 Recipient of the University of North Florida (UNF)
Fabulous Grad "Fab Grad" award.

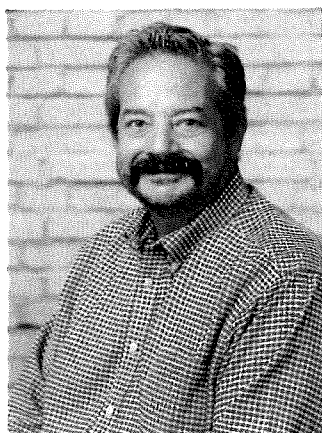
2010, 2012 Recipient of the NUCA Ditchdigger of the
Year Award

2012 Recipient of the National Utility Contractor's
Association (NUCA) William H. Feather Overall Award

2009 Recipient of the National Utility Contractor's
Association (NUCA) William H. Feather Award for meritorious achievement in
construction

2009 Recipient of the NUCA National Community Service Award for volunteer work
at Seamark Ranch

2008 Recipient of the Underground Utility Contractors of Florida (UUCF)
Mitch Ellington Award for Contractor of the Year



Lauren Atwell

PRESIDENT & COO – PETTICOAT-SCHMITT

Lauren became President of Petticoat in October 2022. Lauren has an established career that spans over 40 years in heavy construction with a strong emphasis on water and wastewater treatment facilities. In his current position he is responsible for the day-to-day operations of the company and overall management of water and wastewater plant construction operations for Petticoat-Schmitt.

Education

B.S. Civil &

Environmental

Engineering

Clarkson University

Professional

Credentials

NUCA

NUCA of Florida,

Former President,

NUCA of North Florida,

Former President

GUCA, Former Board of

Directors

AWWA

WEF

Society of American

Military Engineers

(SAME)

University of North

Florida Construction

Management Advisory

Board of Directors.

J. Mitchell Ellington

Contractor of the Year

Award -2010

Experience

40 Years

Professional

Affiliations

NUCA

FBI

Strategic Coach

Advisory Board for UNF

Child Cancer Fund

RELEVANT PROJECT EXPERIENCE

Fourth Creek WWTP Composite Correction Plan

Knoxville, TN

Senior Vice President

\$17.5 Million

KCUD Membrane WTP

Knoxville, TN

Senior Vice President

\$14.3 Million

Sunset WTP Expansion

Guntersville, AL

Senior Vice President

\$8.2 Million

Central Consolidated Pump Stations

Baton Rouge, LA

Senior Vice President

\$20.9 Million

Hood Road WTP Membrane Conversion

Palm Beach Gardens, FL

Senior Vice President, \$50.0 Million

Arlington East WRF BRN Upgrades

Jacksonville, FL

District Manager

\$25.0 Million

Ormond Beach Reverse Osmosis WTP

Ormond Beach, FL

District Manager

\$11.0 Million

Lake Worth Reverse Osmosis WTP

Lake Worth, FL

District Manager

\$17.0 Million

No Business Creek Pump Station

Snellville, GA

Project Manager

\$6.9 Million

Clayton County WRF Upgrade

Clayton County, GA

Project Manager

\$56.0 Million

Jeff Rumer



Education

Applied Engineering,
Univ. of Michigan

Professional Credentials

MSHA-40, OSHA-30,
Hawwoper
Confined Spaces,
Confident Person

Experience

Petticoat-Schmitt:
Since 2019
Industry: Since 1999

Professional Affiliations

NUCA National Ditchdigger
of the Year, 2013

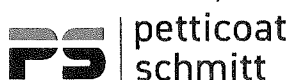
NUCA of Colorado,
Founding President

NUCA of Colorado,
2016 National Chairman

811 Legislative Task Force

NUCA Trenchless
Technologies,
Committee Chair

Louisiana Technical
University's
Center for Trenchless
Technologies Industry
Advisory Board



EXECUTIVE VICE PRESIDENT, CIVIL OPERATIONS – PETTICOAT-SCHMITT

Jeff, former President of UIT (Underground Infrastructure Technologies) and Senior Vice President of Harrison Western Construction Company, brings over 20 years of construction leadership to Petticoat-Schmitt clients. Specializing in construction and tunnel boring, Jeff prioritizes operations, client satisfaction, and safety. His dedication to quality and leadership extends beyond job sites to his involvement in local, state, and national roles with NUCA along with his pioneering work in trenchless technologies. As Vice President of Petticoat-Schmitt, Jeff leads teams on public infrastructure projects, ensuring exceptional implementation and oversight. His expertise in process improvements through analytics guarantees quality and efficiency-focused projects. Clients benefit from Jeff's commitment to excellence, delivering unparalleled value and trust in every endeavor.

RELEVANT PROJECT EXPERIENCE

SR243 New Pecan Park Rd/I-95, Jacksonville, FL

Public. \$17.4 million. **PROJECT EXECUTIVE IN CHARGE** for the reconstruction and widening of SR243 and I-95/Pecan Park interchange ramps. Activities included pond excavation, milling & resurfacing, base work, shoulder treatment, drainage improvements, curb & gutter, sidewalk, lighting, signalization, ITS, signing, retaining walls, and JEA utility work.

FDOT E2U39 US1 & A1A, St. Augustine, FL

Public. \$9.2 million. **PROJECT EXECUTIVE IN CHARGE** for the project that involved major improvements to the drainage systems on West San Carlos Street and May Street. Additionally, traffic improvements consisted of widening West San Carlos Street, San Marco Avenue, and May Street, and new construction including a slip lane at San Marco Boulevard and May Street.

Rogero Road Roundabout, Jacksonville, FL

Public. \$1.3 million. **PROJECT EXECUTIVE IN CHARGE** for the construction of one roundabout intersection including demolition/removal of existing asphalt pavement, traffic signals, drainage structures and pipes, trees, curb and gutter and concrete sidewalks. Additionally, Petticoat provided conversion of existing inlet tops to structures and pipes, curb, gutter and handicapped ramps, decorative lighting, landscaping, and irrigation, as well as the installation of road signage, striping, sodding, erosion control and pollution abatement, and maintenance of traffic.

Silverleaf Parcel 22 PH 1 | St. Johns County, FL

Site Development. \$12.2 million. Manage all necessary labor, equipment, material, tools, and apparatus to construct all work necessary to install the complete project infrastructure including clearing, earthwork, roads, drainage, potable water, and sanitary sewer including preparation of as-builts.

Artea Multifamily | Jacksonville, FL

Sitework. \$3.64 million. Provide labor, material, and equipment for additional concrete and asphalt paving including demolition, grading, striping, erosion control, asphalt removal, earthwork, grading, import fill, stabilized subgrade, and lime rock.

Jacksonville Cold Storage | Jacksonville, FL

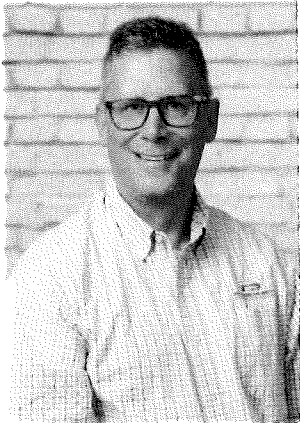
Sitework. \$5.7 million. Provide site work package, including all sediment & erosion control measures, stormwater & utilities, grading, excavation, and roadwork.

Silver Falls PH III | St. Augustine, FL

Sitework. \$5.9 million. Construct all work, or portion thereof, necessary to install a complete subdivision, including earthwork, grading, paving, drainage, potable water, reuse water, gravity sewer, force main & lift station.

David Dougherty

CFO – PETTICOAT-SCHMITT



David is the Chief Financial Officer for Petticoat-Schmitt Civil Contractors, Inc. David has over 28 years' experience in accounting, Finance, and Financial Reporting. The last 20 years his focus has been in the construction industry providing financial leadership. He has been with PSCC for the past nine years.

Education

**Business Administration in Accounting, University
of North Florida**

Professional Credentials

Certified Public Accountant

Experience

20 years

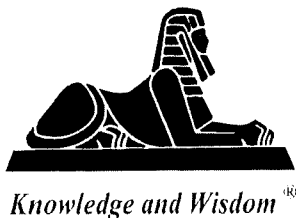
Professional Affiliations

Florida Institute of Certified Public Accountants
Construction Financial Management Association

AWARDS & RECOGNITION

Jacksonville Business Journal's 2018 Ultimate

CFO



CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • JACKSONVILLE, FLORIDA 32202-3225
PHONE (904) 353-3181 • FAX (904) 353-5722 • www.cwpowellins.com

February 26, 2025

RE: Experience Modifier Rating

Please accept the below confirmation of Petticoat-Schmitt Civil Contractors, Inc.
Experience Modification Rate for the current year and the past four (4) years.

Effective Date

Experience Modification

07/01/2025	0.70
07/01/2024	0.85
07/01/2023	1.00
02/01/2022	1.06
02/01/2021	0.87

Please do not hesitate to contact us should you have any questions or concerns.

Sincerely,

Fitzhugh K. Powell Jr., AAI, CRIS, CWCA
President

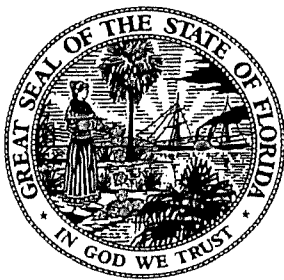




Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC., a corporation organized under the laws of the State of Florida, filed on October 23, 2007, as shown by the records of this office.

The document number of this corporation is P07000116462.



CR2EO22 (1-11)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventeenth day of November, 2017

Ken Detzner

Ken Detzner
Secretary of State

07 OCT 23 PM 2:45

**ARTICLES OF INCORPORATION
OF
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.**

**ARTICLE I.
NAME**

The name of this Corporation is PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

**ARTICLE II.
NATURE OF BUSINESS**

The Corporation may engage in any activity or business permitted under the laws of the United States and of the State of Florida.

**ARTICLE III.
CAPITAL STOCK**

The authorized capital of the Corporation shall be 10,000 shares of the common stock at a par value of \$1.00 per share.

**ARTICLE IV.
TERM OF EXISTENCE**

This Corporation is to exist perpetually.

**ARTICLE V.
PRINCIPAL OFFICE AND MAILING ADDRESS**

The initial street address of the principal office is 11025 Blasius Road, Jacksonville, Florida 32226. The Board of Directors may from time to time move the principal office to any other address in Florida.

**ARTICLE VI.
DIRECTORS**

This Corporation shall have one (1) Director initially. The number of Directors may be increased or diminished from time to time, by Bylaws adopted by the Stockholders.

(((H07000261910 3)))

(((H07000261910 3)))

**ARTICLE VII.
INITIAL DIRECTORS**

The name and street address of the member of the first Board of Directors is:

Ryan Schmitt
11025 Blasius Road
Jacksonville, Florida 32226

**ARTICLE VIII.
INCORPORATOR**

The name and address of the person signing these Articles of Incorporation is:

Jan D. McCormick
50 North Laura Street, Suite 2750
Jacksonville, Florida 32202

**ARTICLE IX.
INITIAL REGISTERED OFFICE AND AGENT**

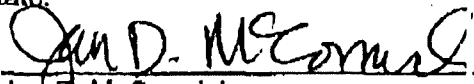
The street address of the initial registered office of this Corporation is 50 North Laura Street, Suite 2750, Jacksonville, Florida 32202, and the name of the initial registered agent of this Corporation at that address is Brant, Abraham, Reller, McCormick & Greene, P.A.

**ARTICLE X.
AMENDMENT**

These Articles of Incorporation may be amended, altered, or changed at any time, and from time to time, in the manner now or hereafter prescribed by the applicable Florida Statutes, and all rights conferred on a Stockholder herein are granted subject to this reservation.

**ARTICLE XI.
EFFECTIVE DATE**

The existence of this Corporation shall commence on the date of filing of these Articles of Incorporation with the Secretary of State.


Jan D. McCormick
Incorporator

(((H07000261910 3)))

(((H07000261910 3)))

REGISTERED AGENTS ACCEPTANCE

The undersigned, by execution hereof, hereby accepts all of the duties and responsibilities of a Registered Agent for Petticoat-Schmitt Civil Contractors, Inc., a Florida Corporation, in accordance with Florida Statutes, Section 607.0501.

BRANT, ABRAHAM, REITER,
MCCORMICK & GREENE, P.A.

By: Jan D. McCormick, V.P.
Jan D. McCormick, Vice President
Registered Agent

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 OCT 23 PM 2:45

(((H07000261910 3)))



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TOFFERI, CHARLES DAVID

PETTICOAT SCHMITT CIVIL CONTRACTORS, INC
12562 WOODHOLLOW CT
JACKSONVILLE FL 32258

LICENSE NUMBER: CUC1226048

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SCHMITT, RYAN MATTHEW

PETTICOAT-SCHMITT CIVIL CONTRACTORS INC
6380 PHILIPS HWY
JACKSONVILLE FL 32216

LICENSE NUMBER: CGC057651

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/06/2024

Do not alter this document in any form.

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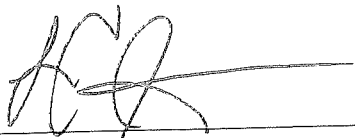


Unanimous Action of the Board of Directors of
Petticoat-Schmitt Civil Contractors, Inc.
Taken without a meeting by written consent

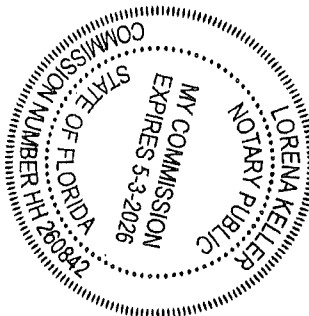
The following action is taken by the sole Director of PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.
a Florida Corporation, by written consent without a meeting, as of October 17, 2016, pursuant
to Section of 607.134 of the General Corporation Act of the State of Florida permitting such
action to be taken.

RESOLVED, that Charles Tofferi be and hereby is named Director of Pre-Construction of the
Corporation, to serve until his successor shall be duly qualified and elected, and can sign legal
documents on behalf of Petticoat-Schmitt Civil Contractors, Inc.

The undersigned, being the sole Director of PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.
does hereby consent to the foregoing action as of the date first above written.


Lauren C. Atwell – President

Notarized by: 



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Petticoat-Schmitt Civil Contractors, Inc.		
Corporate Office			
Name:	Charles Tofferi	Phone number:	(904) 751-0888
Title:	Director	Email address:	ctofferi@petticoatschmitt.com
Business address of corporate office:	8014 Bayberry Rd.		
	Jacksonville, FL		
	32256		
Local Office			
Name:	Same as Above	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	N/A	State in which Business was formed:	N/A
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Lauren Atwell	Title:	President & COO
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 25,000,000
Name:	Jeff Rumer	Title:	Executive Vice President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 25,000,000
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:	Ryan M. Schmitt		
Licensing Agency:	State of Florida Department of Business and Professional Regulation		
License No:	CGC 057651	Expiration Date:	08/31/2026
Name of License:	Charles D. Tofferi		
Licensing Agency:	State of Florida Department of Business and Professional Regulation		
License No:	CGC 1226048	Expiration Date:	08/31/2026

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Timothy Schultz	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Construction Health & Safety Technician	Board of Certified Safety Professionals	6/30/29

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2023			2024		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Petticoat-Schmitt	1.06	1.34	447,946	1.00	1.28	460,407	0.85	0.84	477,539

ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Synovus Bank		
Business address:	3400 Overton Park Drive SE 5th Floor Atlanta, GA 30339		
Date of Business's most recent financial statement:	3/25/25	☒ Attached	
Date of Business's most recent audited financial statement:		☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		1.29	
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.10	

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

March-25

Balance Sheet

	March-25	%
Assets		
Current Assets		
CASH	2,179,939	5%
NET ACCOUNTS RECEIVABLES	15,809,542	37%
OTHER CURRENT ASSETS	5,096,656	12%
Total Current Assets	23,086,137	45%
NET FIXED ASSETS	9,361,126	22%
INVESTMENTS	10,541,408	25%
Total Assets	42,988,670	100%
Current Liabilities		
ACCOUNTS PAYABLE	4,207,633	10%
OTHER CURRENT LIABILITIES	12,187,010	28%
Total Current Liabilities	16,394,643	38%
LONG-TERM LIABILITIES	24,855,275	58%
Total Liabilities	41,249,918	96%
EQUITY	1,738,752	4%
Total Liabilities and Stockholder's Equity	42,988,670	100%
	0	

Explanation of Non-Cash ESOP Expense for Contractors Bidding on Jobs

Background

Petticoat-Schmitt Civil Contractors, Inc. (PSCC), a people first company, management decided to reward its employees by establishing a retirement plan called an employee stock ownership plan, an ESOP. On May 31, 2024, the ESOP became the owner of approximately 30% of the outstanding shares of the Company. This transaction was reviewed by our bonding company (Travelers), our bank (Synovus) and the ESOP Trust company (Aegis Trust) to ensure the establishment of an ESOP would not impact the future success of the company.

As part of the Employee Stock Ownership Plan (ESOP) initiated by PSCC, there are specific accounting measures related to share allocations for participants in the ESOP. These measures, which involve non-cash expenses, are recorded annually as part of our financial structure and do not involve any direct outflow of cash. To ensure clarity for all contractors engaging with our company, we are providing an overview of how this non-cash expense is accounted for and its implications for job bidding.

Issue

Each year, PSCC incurs a non-cash expense as shares are gradually allocated to ESOP participants. This allocation, which is based on the release of shares from the ESOP Trust, results in an expense recognized in the company's financials. However, it is critical to understand that this expense does not impact cash flow; it solely impacts book entries related to equity.

Review of Documentation

1. Inside Note & Contra Equity - Unearned ESOP Shares

Upon initiating the ESOP, PSCC recorded an 'inside note' as a contra equity account named 'Unearned ESOP Shares.' This account reflects the total shares purchased by the ESOP Trust, which are yet to be allocated to employee participants. The contra equity designation ensures that these shares, although owned by the ESOP Trust, are not fully accounted for in the trust's equity until allocated.

2. Non-Cash Amortization Over Time

The balance in the Unearned ESOP Shares account decreases as shares are allocated to ESOP participants over time. This 'amortization' of unearned shares mirrors the repayment schedule of the inside note, ensuring that the expense tied to these shares is gradually recognized each year in alignment with the ESOP's terms.

Conclusion

This non-cash expense related to ESOP share allocation should be understood as a financial accounting entry and will not affect cash flow available for contractor payments or job funding. It is an internal expense recognition related to the ESOP's structure, ensuring compliance with generally accepted accounting principles (GAAP) and ESOP regulations. Please consider this information when assessing financial statements or bids related to projects with PSCC.

If you have any questions about this transaction and the impact on the Financial Statements, please contact me at ddougherty@petticoatschmitt.com.

David Dougherty, CPA
CFO

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Travelers Casualty & Surety Co. of America		
Surety is a corporation organized and existing under the laws of the state of:	Florida		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	One Tower Square		
	Hartford, CT 06183		
Physical Address (principal place of business):	Same as above		
Phone (main):	(860) 277-0111	Phone (claims):	(860) 277-0111

ARTICLE 7—INSURANCE Please see attached

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	



PETTCIV-01

SBRUNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2024

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 Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202		CONTACT NAME: Susan Brunson, AFIS, CIC, CLCS, ACSR PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722 E-MAIL ADDRESS:	
INSURED Petticoat-Schmitt Civil Contractors, Inc. 6380 Phillips Highway Jacksonville, FL 32216		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins Co INSURER B: Travelers Prop Cas Co of Am INSURER C: SiriusPoint Insurance Corporation INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 25674 16820	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			GLO292699703	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP292699803	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP2T06768224NF	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC292699603	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Pollution Liability			CPPL S0002730 01	7/1/2024	7/1/2025	Each Incident 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Informational
purposes only

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

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	258
Estimate of revenue for the current year:	105,000,000
Estimate of revenue for the previous year:	75,000,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 17 years			
As a general contractor:	17 yr	As a joint venturer:	N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

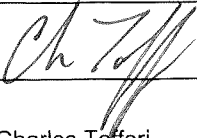
9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Petticoat-Schmitt Civil Contractors, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Charles Tofferi
(typed or printed)

Title: Director
(typed or printed)

Date: 4/23/25
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

8014 Bayberry Rd.
Jacksonville, FL
32256

Designated Representative:

Name: Charles Tofferi
(typed or printed)

Title: Director
(typed or printed)

Address: 8014 Bayberry Rd.
Jacksonville, FL
32256

Phone: (904) 751-0888

Email: ctofferi@petticoatschmitt.com

Schedule A—Current Projects PLEASE SEE ATTACHED

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project #	Project Name/Owner	PM	SUPT	PE	PC	EST	DIRECTOR	JOB TYPE
20143	Key Haven Pump Station (JEA) PO# 214728 10800 Key Haven Boulevard, Jacksonville, FL 32218	Jason	A.J.	Prince	Jodi	Aaron B.	DT	WR
21164	Robena Road Booster Pump Station (JEA) PO# 201420 Robena Road, Jacksonville, FL 32218	Anastasia	Dustin	Aaron G.	Jodi	Aaron B.	DT	WR
21170-007	GRIS McDuff WTP Valve Relacement (JEA) PO# 212178 1040 McDuff Avenue S., Jacksonville, FL 32205	Rekha	Stitch	Lawson	Jodi	Joe	JR	PW
21170-011	GRIS Bayleaf Lift Station T&M (JEA) PO# 222067 Baymeadows Road, Jacksonville, FL	Rekha	Stitch	Lawson	Jodi	Joe	JR	PW
21170-012	GRIS Baymeadows MH Replacement T&M (JEA) PO# 223528 9500 Baymeadows Road, Jacksonville, FL	Rekha	Stitch	Lawson	Jodi	Joe	JR	PW
22174-01	Ridaught Landing WRF Upgrades (CCUA) 2878 Tuscarora Trail, Middleburg, FL	Jose	A.J.	Tommy	Jodi	Joe	DT	WR
22178	Monterey - Townsend Pump Station (JEA) PO# 208408 3254 Townsend Boulevard, Jacksonville, FL 32277	Jason	Dustin	Katry	Jodi	Joe	DT	WR
22180	Jax South Philips Hwy Apartments (Aventon Construction) 14501 Phillips Highway, Jacksonville, FL 32256	Rekha		Lawson	Jodi	Nathan	JR	SD
22185	Silverleaf Parcel 22 PH 1 (Lennar Homes, LLC) Silverlake Drive (West of Silverleaf Parkway), St. Johns County, FL	Jenna	Brent	Emily/Casey	Jodi	N/A	JR	SD
22186	Lakeshore WTP Reservoir Rehab 2113 Hamilton Street, Jacksonville, FL 32210	Anastasia	Dustin	Adi	Jodi	Joe	DT	WR
22187	Artea Mutifamily (Summit Contracting Group) 944 Broadcast Place, Jacksonville, FL 32207	Rekha	Justin H.	N/A	Jodi	N/A	JR	SD
22188-02	JEA Wellfield Westlake Well 4 (Jacobs Project Mgmt.) 4825 Cisco Drive West, Jacksonville, FL	Jose	Dustin	Tommy	Jodi	Joe	DT	WR
22188-03	JEA Norwood Well No.1 (Jacobs Project Management) 1033 Escambia Street, Jacksonville, FL 32208	Jose	Dustin	Tommy	Jodi	Joe	DT	WR
22191	Primus Cold Storage (Primus Builders, Inc.) 9765 N. Main Street, Jacksonville, FL 32218	Jenna	Justin H.	N/A	Jodi	Nathan	JR	SD
23194-04	SJCUD Seaside Sewer Replacement Emer. Repair (SJC) Crossroad Lakes Drive, St. Augustine, FL	Rekha	Stitch	Lawson	Kristen	CT	JR	PW
23197	CR 208 Water Booster Pump Station (SJC) 3575 Agricultural Center Drive, St. Augustine, FL 32092	Jose	A.J.	Tommy	Jodi	AB	DT	WR
23199	MLK Watermain Replacement (JEA) PO# 215485 262 W 22nd St Jacksonville, FL 32209 (Fairfax to Brentwood)	RJ	Brandon	Abhay	Jodi	DS	JR	PW
23200	Fleming Island WRF Neutralizer Building (CCUA) 1770 Radar Road, Fleming Island, FL 32003 (Clay County)	Anastasia	Dustin	Aaron G. / Adi	Jodi	Joe	DT	WR
23201	COJB Phase 3C Projects 4 & 5 Infrastructure (COJB) A1A to First Street South & 10 Avenue S. to 5th Avenue S., Jax Beach Office/Employee Parking - 68 7th Avenue South, Jax Beach Material Laydown - 78 10th Avenue South, Jax Beach Additional Laydown - 0 Republic Drive, Jax Beach	Rekha	Stitch	Lawson	Jodi	TB	JR	PW
23203	Deerwood III WTP - Well 2 Replacement (JEA) PO# 217161 396 Forest Blvd. S., Jacksonville, FL 32246	Jose	Dustin	Tommy	Shannon	CT	DT	WR
23204	Lift Station 2 & 3 Improvements (CCUA) (LS2) 2724 Shenandoah Drive S. / (LS3) 2474 Moody Avenue, Orange Park, FL	Anastasia	A.J.	Aaron G. / Adi	Shannon	JF	DT	WR
23205	Silverleaf 22 PH 1A & Additional Lots (Lennar) Silverlake Drive (West of Silverleaf Parkway), St. Johns County, FL	Jenna	Brent	Emily/Casey	Jodi	JF	JR	SD
23206	T.P. Smith Centrate Tank (City of Tallahassee) 3805 Springhill Road, Tallahassee, FL	Jason	Chris M.	Katry	Shannon	JF	JA	WR
23208	Silver Falls PH 3 (Lennar) Silverlake Drive, St. Augustine, FL	Jenna	Brent	Emily/Casey	Jodi	JF	JR	SD
24215	Silverleaf WW Booster Pump Station (Hutson Companies)	Anastasia	A.J.	Adi	Jodi	CT	DT	WR
24216	Parkland Preserve (DLP Capital) 190 Dream Drive, St. Augustine, FL 32095	Jenna	Justin D.	Emily/Casey	Kristen	CT	JR	SD
24217-01	William Burgess (BOCC Nassau County) 86100 Flounder Gig Drive, Yulee, FL 32097	John B.	Hodges / Hersom	Parker/John P.	Kristen	JF	JR	PW
24217-02	William Burgess (JEA) PO# 226304 86100 Flounder Gig Drive, Yulee, FL 32097	John B.	Hodges / Hersom	Parker/John P.	Kristen	JF	JR	PW
24218	Arlington East WRF Expansion PH 2 (JEA) PO# 222487 1555 Millco Road, Jacksonville, FL	Jason	Dustin	Prince	Shannon	CT	DT	WR
24220	Plantation Bay WWTP Phase II (FGUA) 1600 S. Dixie Highway, Bunnell, FL	Anastasia	Frank	Aaron / Adi	Shannon	Joe	DT	WR
24222	Race Track Rd. - W. Peyton Pkwy to Bartram Pk Blvd. (SJC) 100 Bartram Market Drive, St. Johns, FL 32259	Jose	Brent	Bryson	Jodi	IP	JR	SD
24223	Spring Park Rd. Pump Station Rehab (JEA) PO# 223739 4511 Spring Park Road, Jacksonville, FL 32207	Jason	Dustin	Katry	Shannon	AB	JA	WR
24224	Julington Creek Aquatic Center (Ajax Building Company) 1197 Durbin Creek Blvd., Fruit Cove, FL 32259	Rob	Justin D.	Emily	Jodi	IP	JR	SD
24225	T.P. Smith Septage Receiving Station (COT) 4505 Springhill Road, Tallahassee, FL	Jason	Chris M.	Katry	Shannon	JF	JA	WR
24226	GRU Main Street WRF Infl Piping - T&M (Jacobs) 200 SE 16th Avenue, Gainesville, FL 32601	Jose	Mike	Bryson	Jodi		DT	WR
24229	Publix Frozen Food Warehouse (Gray Construction) 9786 W. Beaver Street, Jacksonville, FL	Jenna	Brandon	Emily/Casey	Kristen	IR	JR	SD
24230	COJB Lift Station #8 (COJB) 18th Avenue North, Jacksonville Beach, FL	Jason	TBD	Prince	Jodi	JF	DT	SD
24231	America Avenue Drainage Improvements (COJB) Ocean Terrace & America Avenue, Jacksonville Beach, FL	Rekha	Stitch	Lawson	Kristen	JF	JR	SD
24232	Mayo WWTF Improvements (Town of Mayo, FL) 588 NW Lafayette, Mayo, FL 32066	Anastasia	Dustin	Aaron	Shannon	CT	JA	WR
24233-01	Exit 29 WPF (Brunswick-Glynn Cnty Comm) 391 South Port Parkway, #3, Brunswick, GA 31523 (Glynn County)	Jose	AJ	Tommy/Bryson	Shannon	AB	JA	WR
24233-02	Exit 29 Elevated Storage Tank (Brunswick-Glynn Cnty Comm) 391 South Port Parkway, #3, Brunswick, GA 31523 (Glynn County)	Jose	AJ	Tommy/Bryson	Shannon	AB	JA	WR
24234	Celery Yard Improvements (on list momentarily)							
25234	COJB Republic Drive Emergency Repair (COJB) Republic Drive, Jacksonville Beach, FL 32250	Rekha	Stitch	Lawson	Jodi	CT	JR	PW
25235	Rideout Elementary Classroom Addition (AJAX) 3065 Apalachicola Blvd., Middleburg, FL 32068	Rob	Justin D.	Emily	Jodi	IP	JR	SD
25236	Bartram Commons PH 2 (Dreamfinders) Bartram Commons Dr., Jacksonville, FL	Rob	Brent	Parker	Kristen	MR	JR	229

Schedule B—Previous Experience with Similar Projects PELASE SEE ATTACHED

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

PLEASE SEE ATTACHED

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Summary Sheet

City of Jacksonville Beach PH III C Project 2



Project Name & Location

City of Jacksonville Beach PH III C Project 2
Improvements
12th Ave. S.
Jacksonville Beach, FL 32250

Project Description

Full roadway reconstruction of several blocks including new water, sewer, drainage, complete roadway reconstruction, stormwater pond construction, concrete cap to steel sheet pile wall, steel sheeting, concrete paving, stormwater pump station upgrades, striping and signage; all done under many phases of construction



Owner

City of Jacksonville Beach

Date Started

March 2018

Date Completed

January 2021

Final Contract Price

\$10,502,947.10

Design Engineer Information

GAI Consultants, Inc.
1301 Riverplace Blvd.,
Suite 900
Jacksonville, FL 32207

Client Contact Information

Dennis Dupries
City of Jacksonville Beach
1460 Shetter Ave., 2nd Floor
Jacksonville Beach, FL 32250
(904) 509-0268

PSCC Executive In Charge

Jeff Rumer

PSCC Project Manager

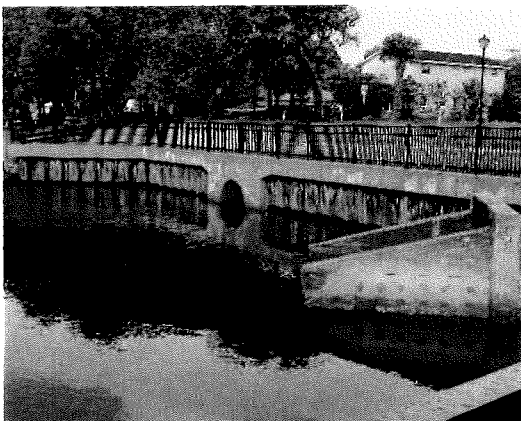
Jason Farkis

PSCC Superintendent

Randy Millner

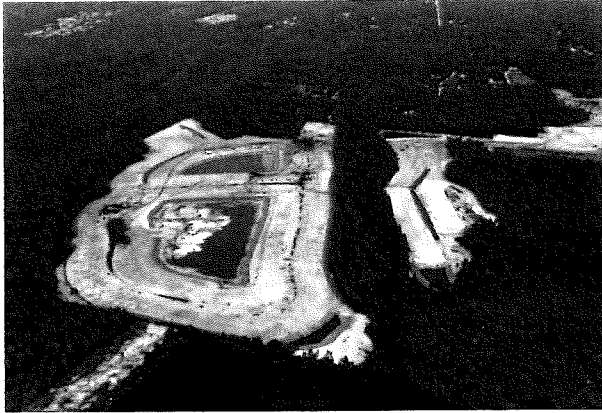
PSCC Safety Personnel

Kirk Blomgren



Project Summary Sheet

St. Augustine Lakes Phase 1

**Project Name & Location**

St. Augustine Lakes
N. Holmes & 4 Mile Rd.
St. Augustine, FL

Project Description

Complete preparation necessary to install a complete subdivision including clearing/earthwork/grading/paving, drainage/potable water/gravity sewage system & force main.

Owner

Lennar Homes, LLC
9440 Philips Hwy.
Suite 7
Jacksonville, FL 332256

Date Started

January 2021

Date to be Completed

October 2023

Contract Price

\$13,521,981.25

Design Engineer Information

Dominion Engineering Group
Mike Bowles
mbowles@dom-eng.com

Client Contact Information

Lennar Home, LLC
9440 Philips Hwy, Ste. 7
Jacksonville, FL 32256
Bob Deahl
bob.deahl@lennar.com
(904) 380-0777

PSCC Project Director In Charge

James Williams

PSCC Executive in Charge

Jeff Rumer

PSCC Project Manager

RJ Raymond

PSCC Superintendent

Brent Kipher

PSCC Safety Personnel

Kirk Blomgren



Project Summary Sheet

Silver Leaf Parcel 22 PH 1

Project Name & Location Silver Leaf Parcel 22 PH 1
St. Johns County, FL

Project Description Provide all necessary labor, equipment, material, tools, and apparatus to construct all work necessary to install the complete project infrastructure including clearing, earthwork, roads, drainage, potable water and sanitary sewer including preparation of as-builts

Owner Lennar Homes, LLC
9440 Philips Hwy., Ste. 7
Jacksonville, FL 32256

Date Started December 2022

Date Completed September 2023

Final Contract Price \$12,254,500.00

Design Engineer Information ETM
14775 Old St. Augustine Rd.
Jacksonville, FL 32258
(904)642-8550

Client Contact Information Lennar Homes, LLC
9440 Philips Hwy. Ste. 7
Jacksonville, FL 32256
Joe Panchula
Joe.panchula@lennar.com
(904) 445-6675

PSCC Executive In Charge Jeff Rumer

PSCC Project Manager Abraham Bah

PSCC Superintendent Randy Millner

PSCC Safety Personnel Kirk Blomgren

Project Summary Sheet

Tamaya Parcel F

Project Name & Location Tamaya Parcel F
Jacksonville, FL

Project Description This project will provide site work infrastructure for Tamaya Parcel F located adjacent to Tamaya Blvd and off Meritage Blvd. Major scopes of work for this 46-acre site include clearing, grubbing, erosion controls, earthwork, grading, drainage, water main, sanitary sewer, LBR 40 subgrade, lime rock base, asphalt paving, common area concrete sidewalks, handicap ramps, curb & gutter, cut-off walls and modular block walls.

Owner Tamaya Loan Acquisition, LLC

Date Started December 2021

Date Completed November 2023

Final Contract Price \$7,832,685.34

Design Engineer Information Paul Hutchinson, PE
ETM
14775 Old St. Augustine Rd.
Jacksonville, FL 32258
(904) 642-8550
hutchinsonp@etminc.com

Client Contact Information Paul Hutchinson, PE
ETM
14775 Old St. Augustine Rd.
Jacksonville, FL 32258
(904) 642-8550
hutchinsonp@etminc.com

PSCC Executive In Charge Jeff Rumer

PSCC Project Manager Abraham Bah

PSCC Superintendent Randy Millner

PSCC Safety Personnel Kirk Blomgren

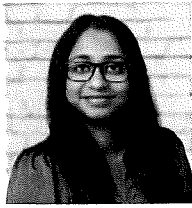
Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Rekha Elizebeth

PROJECT MANAGER, – PETTICOAT-SCHMITT

Project Assignment: Multiple, Public Works & Site Development



Education

Master of Science in
Building Construction &
Facility Management
Georgia Institute of
Technology
2018-2020

Bachelor of Architecture
College of Architecture
Trivandrum, India
2013-2018

Professional Credentials

PMP
OSHA-10

Experience

Petticoat-Schmitt: Since
2020

With an architecture background and specialization in construction, I am a Project Manager that is working to build projects from conception to completion. Primarily working in private site development projects and public work utility projects.

Starting as a Project Engineer with Petticoat-Schmitt in 2020, I have worked on and managed a multitude of projects at any given time in different capacities using critical project management skills for the successful completion of projects.

RELEVANT PROJECT EXPERIENCE

Project Name: COJB Projects 4 & 5 Infrastructure Improvements

Client: City of Jacksonville Beach

Client reference: Dennis Dupries, Construction Project Manager, City of Jacksonville Beach

Engineer: GAI Consultants

Project Value: \$24 M

Project Description: A 6-phase project that involves roadway and drainage upgrades in the respective areas in the Downtown Redevelopment Area bounded by 4th Ave. S. to 11th Ave. S. from 3rd St. S. to the Beach Street Ends. The project scope includes widening and reconstructing the existing roadways, the addition of sidewalk, curb and gutter, and on-street parking, sanitary sewer replacement, water main replacement, storm drain trunk line and collection system upgrades and paving of the adjacent alleyways.

My role: Coordination with clients, maintaining budget, coordinating procurement and preparation of submittals, obtained permits, solicited, and coordinated sub-contractors, designed, and maintained project schedule, prepared, and submitted billing applications maintain costs and timelines for phases and monitoring safety requirements.

Project Name: Galvanized Pipe Replacement Program - College Street Package E&F

Client: Jacksonville Electric Authority

Client reference: Erin Hilton-Jones, JEA Project Manager

Engineer: ETM

Project Value: \$3.9 M

Project Description: As part of JEA's Galvanized Pipe Replacement Program to modernize more than two hundred miles of JEA's existing potable water distribution system, this project upgraded and replaced portions of the existing water main on multiple roads. PSCC performed erosion control, watermain restoration and roadway restoration.

My role: Coordination with the client, maintaining budget, coordinating procurement and preparation of submittals, obtained permits, solicited, and coordinated sub-contractors, designed, and maintained project schedule, prepared,

and submitted billing applications with daily tracking of quantities and monitoring safety requirements.

Project Name: Artea Multifamily

Client: Summit Contracting

Client reference: Tony Williams, Project Manager

Engineer: Envision Engineering

Project Value: \$5.2 M

Project Description: Site development of a 4 1/2-acre site located on Broadcast place in Jacksonville. This project involved relocation of potable water, installation of the new water and sewer line and demo and disposal of the existing water and sewer lines once the new line has been installed. Major scopes of work included clearing, grubbing, mass grading, import fill, hauling off impacted soils to a landfill, gravity and water demo and disposal, drainage installation, concrete flatwork, and roadwork.

My role: Coordination with client, maintaining budget, coordinating procurement and preparation of submittals, obtained permits, solicited and coordinated sub-contractors, tracked and submitted contaminated soil reports and dailies to environmental agencies, designed and maintained project schedule, prepared and submitted billing applications and monitoring safety requirements.



Carlin "Stitch" Tran

SUPERINTENDENT-PETTICOAT-SCHMITT

Carlin "Stitch" joined Petticoat-Schmitt in 2018 with over 7 years' experience in the field of heavy Civil construction. While serving our country in the Military, "Stitch" trained and evaluated staff, identified corporate objectives, and disseminated information for reports. This skill set has warranted "Stitch" to become a true leader among his peers and the Owners/Clients in the Public sector. Stitch can work well with his Owners/Clients to grasp concepts and problem solve

RELEVANT PROJECT EXPERIENCE

COJB Projects 4 & 5 Infrastructure Improvements

City of Jacksonville Beach

Public Works - \$24MM

SR243 (JIA North Access Road) From New Pecan Park Rd to Pecan Park Rd/I-95 Interchange Jacksonville, FL
Public Works \$17MM

FDOT E2U39 US1 & A1A

Superintendent

St. Augustine, FL

Public Works - \$9MM

Galvanized Pipe Replacement Program College St. Area

Superintendent

Jacksonville, FL

Public Works- \$1.5MM

JEA GRIS

Superintendent

Jacksonville, FL

Public Works- \$1.2MM

Missile Magazine Replacement - Naval Station Mayport

Superintendent

Mayport, FL

Site Work- \$1.3MM

Saratoga Springs WTP

Superintendent

Green Cove Springs, FL

Water Resources - \$13.5MM

Professional Credentials

OSHA 10 HR

CPR/First Aid

Trenching & Shoring

Competent Person Training

NUCA Confined Space

Training

Advanced MOT/DOT

Training

Underground Locates

Training

Certificate of Contamination

Experience

PSCC: Since 2018

Industry: Since 2010

Key Skills

Cost & Labor Forecasting

Planning & Execution

Quality & Safety

Customer Relations

Education

United State Marine Core, Sergeant

University of Phoenix, General Studies

**Owens Community College, General
Studies**

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	



Kirk Blomgren

VICE PRESIDENT OF SAFETY & QUALITY CONTROL – PETTICOAT-SCHMITT

Professional Credentials
CQM-C USACE, NAVFAC –
US Army Corps of Engineers

NUCA NF:
Outstanding Individual
Contributor Award

Speaker: 2022 National
Safety Conference – Denver

Certified Facilitator
Six Sigma Green Belt

Experience
Petticoat-Schmitt:
Since 2021
Safety Focused: Since 1993

Professional Affiliations
NUCA: Regional Vice Chair,
Southeast Region.
March 2023 – Present

**NUCA: National Safety and
Education Committee**
Chair. March 2022 –
Present

NUCA:
National Board of Directors
March 2022 – Present

NUCA North Florida
Board of Directors
Jun 2021 – Present

**ASSP – American Society of
Safety Professionals**
member.

With over 26 years of operational leadership experience, Kirk is a transformative asset for Petticoat-Schmitt's clients. Transitioning from CSX, he brings a wealth of knowledge to build dynamic teams focused on Safety, Quality Control, and Efficiency. His commitment to excellence ensures clients a secure workplace, adherence to rigorous standards, and a culture of safety-first mentality. Kirk's expertise in Quality Control Efficiency programs, team building, analytics, and problem-solving guarantees exceptional project outcomes, fostering trust and delivering value to every client.

RELEVANT PROJECT EXPERIENCE

5th Street W. Transmission Force Main. St. Jacksonville, FL
Public. \$9.0 million. QA/QC for the project that involved the installation of approximately 15,880 LF of new 20" PVC FM, new 27" and 36" gravity sewer, and 2 manhole replacements. Additionally, included 6 jack-n-bores and one 24" direction drill under I-295.

COJB Phase III C Project 2, Jacksonville Beach, FL.
Public. \$10.5 million. QA/QC for the project that improvements made on 12th Ave. South included several blocks of full roadway reconstruction including new water, sewer, drainage, stormwater pond construction, concrete cap to steel sheet pile wall, steel sheeting, concrete paving, stormwater pump station upgrades, striping and signage.

Rogero Road Roundabout, Jacksonville, FL
Public. \$1.3 million. QA/QC for the construction of one roundabout intersection including demolition/removal of existing asphalt pavement, traffic signals, drainage structures and pipes, trees, curb and gutter and concrete sidewalks. Additionally, Petticoat provided conversion of existing inlet tops to structures and pipes, curb, gutter and handicapped ramps, decorative lighting, landscaping and irrigation, as well as the installation of road signage, striping, sodding, erosion control and pollution abatement, and maintenance of traffic.

Pages Dairy, Jacksonville, FL
Public. \$3.5 million. QA/QC for the roadway project that included: Resurfacing & widening of existing lanes, construction of new 5' paved shoulder, resurfacing of existing asphalt pavement, and constructing roadside swales. Project also included constructing cross drain extensions and side drains, constructing box culvert extension, asphalt and concrete driveway construction, clearing & grubbing, placing performance turf and sod, traffic maintenance and protection, and installing pavement markings and signage.

St. Augustine Lakes | St. Augustine, FL

Land Development. \$13.5 million. Manage complete preparation necessary to install a complete subdivision including clearing, earthwork, grading, paving, drainage-potable water, gravity sewage system & force main.

Dunn's Crossing Unit 4 | Jacksonville, FL

Land Development. \$7.4 million. Manage all necessary labor, equipment, material, tools, and apparatus to construct all work necessary to install the complete project infrastructure including clearing, earthwork, roads, drainage, potable water, and sanitary sewer including preparation of as-builts.

Silverleaf Parcel 22 PH 1 | St. Johns County, FL

Site Development. \$12.2 million. Manage all necessary labor, equipment, material, tools, and apparatus to construct all work necessary to install the complete project infrastructure including clearing, earthwork, roads, drainage, potable water, and sanitary sewer including preparation of as-builts.

Artea Multifamily | Jacksonville, FL

Sitework. \$3.64 million. Provide labor, material, and equipment for additional concrete and asphalt paving including demolition, grading, striping, erosion control, asphalt removal, earthwork, grading, import fill, stabilized subgrade, and lime rock.

Jacksonville Cold Storage | Jacksonville, FL

Sitework. \$5.7 million. Provide site work package, including all sediment & erosion control measures, stormwater & utilities, grading, excavation, and roadwork.

Silver Falls PH III | St. Augustine, FL

Sitework. \$5.9 million. Construct all work, or portion thereof, necessary to install a complete subdivision, including earthwork, grading, paving, drainage, potable water, reuse water, gravity sewer, force main & lift station.

SECTION 00451
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

STATE OF FLORIDA

COUNTY OF DUVAL

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

1. The business address of Petticoat-Schmitt Civil Contractors, Inc.
(firm name of Bidder/Contractor)

is 8014 Bayberry Rd., Jacksonville, FL 32256

2. My relationship to Petticoat-Schmitt Civil Contractors, Inc.
(firm name of Bidder/Contractor)

is Director
(relationship such as sole proprietor, partner, president, vice president)

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

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

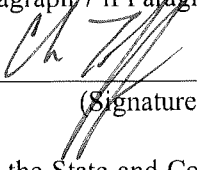
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

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

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

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)



(Signature)

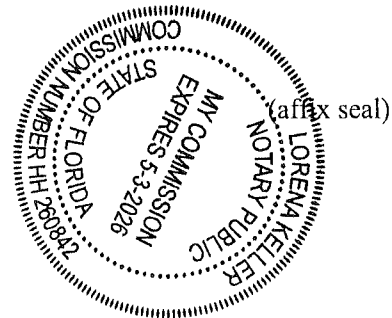
Sworn to and subscribed to before me in the State and County first mentioned above on the 23rd day of April 2025.



Notary Public

5/3/2026

My commission expires

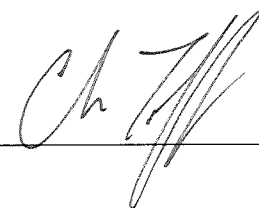


PLEASE SEE ATTACHED

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
----------------	--	---	-----------------------------	---------------	---------------

(Signed) _____

A handwritten signature in black ink, appearing to be 'Ch. 7/11', is written over a horizontal line.

CLAIMS/LIENS/LITIGATION HISTORY

SUBMISSION PER REQUEST, HOWEVER NONE ARE APPLICABLE OR RELEVANT TO THE WORK OR CONTRACT

1.

Description of every action: Claim for negligence and Breach of Contract

Amount at issue: \$2.6m

Attorney: Tom Olsen

Amount recovered: Settlement through confidential mediation.

Owner: FDOT, Lake City, FL

2.

Description of every action: Claim for Breach of Contract

Amount at issue: \$1.4m

Attorney: Tom Olsen

Amount recovered: Settlement through confidential mediation.

Owner: City of Hinesville, Hinesville, GA

3.

Description of every action: Claim for Breach of Contract

Amount at issue: \$668,000

Attorney: Mark Bryan

Amount recovered: Settlement through confidential mediation.

Owner: SEMA Construction, Orlando, FL

4.

Description of every action: Claim for Breach of Contract, Defendant

Amount at issue: \$90,000

Attorney: Mark Bryan

Amount recovered: Settlement through confidential mediation.

Subcontractor: Florida Curb, Jacksonville, FL

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The City of Neptune Beach, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Drainage Design for Margaret, Myra and
South Streets,"

the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of DUVAL

Charles Tofferi, being first duly
(Officer's Name)

sworn, deposes, and says that:

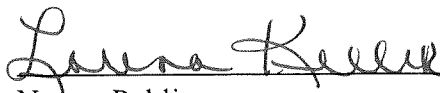
- A. He\She is Director (officer's title)
of Petticoat-Schmitt Civil Contractors, Inc. (company name),
the Bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached
bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in any
way colluded, conspired, connived, or agreed, directly or indirectly with any other
Bidder, firm, or person to submit a collusive or sham bid in connection with the
contract for which the attached bid has been submitted or to refrain from bidding
in connection with such contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other
Bidder, firm, or person to fix the price or prices in the attached bid or of any other
Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid
price of any other Bidder, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against the Owner
or any person interested in the proposed contract; and

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

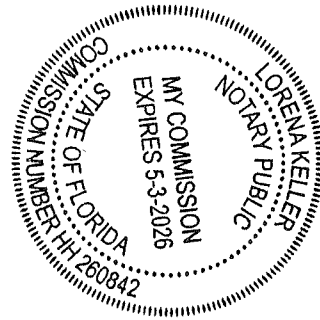
(Signed)


Charles Toffen, Director

Subscribed and sworn to before me
this 23rd day of April, 20 25


Notary Public

My commission expires 5/3/26

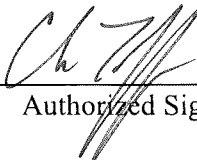


SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Petticoat-Schmitt
Civil Contractors, Inc. (Print or Type Name of Firm)

- ☒ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ☒ Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- ☒ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- ☒ Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, 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 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- ☒ Imposes a sanction on or requires 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.
- ☒ Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."



Authorized Signature

4/23/25

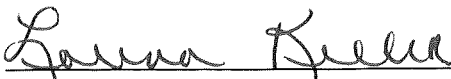
Date Signed

State of: Florida

County of: Dval

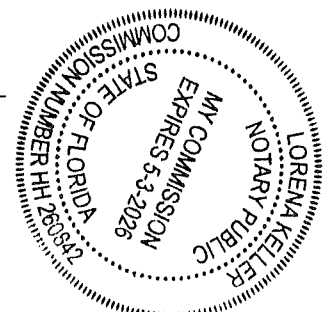
Sworn to and subscribed before me this 23rd day of April, 2025

Personally known ☒ or ~~Produced Identification~~ _____
(Specify Type of Identification)



Signature of Notary

My Commission Expires 5/3/26





**Agenda Item #5E
Paid Parking**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	5E-Paid Parking and Program Revisions
SUBMITTED BY:	Chief Michael J. Key Jr.
DATE:	05/14/25
BACKGROUND:	The Paid Parking Program contracts have expired, the program needs an update, and other considerations need to be made per the attached presentation.
BUDGET:	\$180,000 (Not to exceed), Paid Parking Revenue Fund #500 (~\$910,000 available)
RECOMMENDATION:	Approval of Sourcewell T2 contract and program revisions
ATTACHMENT:	PowerPoint Presentation, Sourcewell T2 Contract

NORTH BEACHES PAID PARKING



PROGRAM HISTORY

ESTABLISHED: NOVEMBER 2019

STARTING COST: \$179,473.28

EQUIPMENT: VEHICLE WITH LPR'S

SIGNAGE:

NEPTUNE BEACH	8 KIOSKS / 59 SIGNS
ATLANTIC BEACH	2 KIOSKS / 18 SIGNS
COURTYARD	6 SIGNS

PARKING SPACES:

- AB: 55 SPACES / 2 HANDICAP SPACES / 1 TAKE OUT SPACE
- NB: 148 SPACES / 8 HANDICAP SPACES
- Courtyard: 14 SPACES

EMPLOYED: 5 PART-TIME PARKING AMBASSADORS

NEPTUNE BEACH RESIDENTS REGISTERED: 1835

CITATIONS ISSUED IN 2024: 17,492



FINANCIAL STATISTICS

2024 FREE PARKING TRANSACTIONS: 40,735

2024 GROSS REVENUE: \$999,711.32

(\$909,805 FROM HOURLY PAYMENTS)

2024 CITATION REVENUE: \$5,077

TOTAL SALARIES PAID IN 2024:

PARKING AMBASSADORS: \$122,895

PARKING SUPERVISOR SALARY: \$103,500

2024 YEARLY FEES/CONTRACT COSTS:

FLOWBIRD – \$31,062.50

PARKEON – \$7,440.00

2024 BANK FEES: \$144,012

PROFIT AFTER OPERATIONAL COSTS: \$219,863



PROBLEMS IDENTIFIED

EXCESSIVE VENDERS INVOLVED:

RESULTING IN A COMPLEX AND FRAGMENTED SYSTEM

: PAYMENT SOFTWARE

: ENFORCEMENT SOFTWARE

: KIOSKS EQUIPMENT

OUTDATED SOFTWARE PROGRAMS

INEFFECTIVE SOFTWARE APPLICATIONS

LEADING TO DISSATISFIED CUSTOMERS

AND POOR USER EXPERIENCE

ERROR PRONE FLOWBIRD SOFTWARE:

MULTIPLE CHARGES FOR TRANSACTIONS REQUIRING THE CITY TO ISSUE REIMBURSEMENTS.

TOTAL: **2,975** CUSTOMERS AFFECTED

TOTAL: **9,304** OVERCHARGE TRANSACTIONS

NO ABILITY TO SUPPORT ENFORCEMENT:

UNPAID CITATIONS: 2022 - \$116,589

2023 - \$153,010

2024 - \$166,042

TOTAL: **\$435,641**

THE CURRENT VENDER HAS NO FAIL-SAFE ENFORCEMENT STRATEGIES FOR DELINQUENT CUSTOMERS.

DETERIORATING AND INOPERABLE KIOSKS

CORROSION

GROWING FREQUENCY OF KIOSK EQUIPMENT MALFUNCTIONS TO INCLUDE: SIGNIFICANT DETERIORATION FROM PROLONGED EXPOSURE TO SALT AIR CAUSING THE KIOSK AT LEMON STREET / MIDWAY TO BE REMOVED.

REPLACEMENTS

THE CURRENT KIOSKS WERE PURCHASED AT DISCOUNTED RATE DUE TO DISCONTINUED PRODUCTION IN FAVOR OF ADVANCED MODELS. IT IS RECOMMENDED TO REPLACE KIOSKS EVERY SEVEN-YEARS TO ENSURE OPTIMAL PERFORMANCE.

MALFUNCTIONS

THE KIOSK LOCATED AT AHERN / 1ST STREET CONTINUES TO EXPERIENCE RECURRING PRINTER FAILURES, DESPITE MULTIPLE PART REPLACEMENTS AND REPAIR EFFORTS.

VERIFY

TO VERIFY PROPER CREDIT CARD PROCESSING, PARKING AMBASSADORS HAVE USED THEIR PERSONAL CREDIT CARDS TO COMPLETE \$1 TEST TRANSACTIONS.



CITIZEN COMPLAINTS

(ACTUAL CUSTOMER VOICEMAIL)

1



2



LACKING EASILY VISIBLE INSTRUCTIONS WITH INOPERABLE QR CODES

FLAWED APPLICATION SOFTWARE:

LEADING TO FRUSTRATED CITIZENS AND ADMINISTRATIVE BURDEN

VOLUME OF COMPLAINTS:

INDICATES WIDESPREAD DISSATISFACTION WITH THE CURRENT PARKING PROGRAM, UNDERSCORING THE NEED FOR COMPREHENSIVE IMPROVEMENTS TO ENHANCE THE USER EXPERIENCE.

SIMILAR KIOSKS AS PRIVATE LOTS

CITIZENS MISTAKENLY USE THE WRONG KIOSK RESULTING IN PRIVATE LOTS COLLECTING REVENUE INTENDED FOR THE CITY OR INDIVIDUALS HAVING THEIR VEHICLES TOWED DESPITE HAVING PAID FOR PARKING.

CURRENT PARTNERSHIPS

ATLANTIC BEACH RECEIVES **70%** OF REVENUE GENERATED FROM SPACES IN ATLANTIC BEACH.

NO CONTRIBUTION OF RESOURCES / SUPPORT OF THE DAY-TO-DAY OPERATIONS, MANAGEMENT, OR ENFORCEMENT.

FY 21-22	\$116,291.92
FY 22-23	\$126,369.29
FY 23-24	\$109,111.29
TOTAL AB REVENUE: \$351,772.10	



200 FIRST STREET:

ESTABLISHED JULY 31, 2021 WITH AN AUTOMATIC RENEWAL EVERY YEAR.

15 TOTAL PARKING SPACES

50% REVENUE SPLIT WITH CITY OF NEPTUNE BEACH (IF A PARKING PERMIT IS ISSUED, THE MONEY COMES OUT OF THEIR END)

REVENUE SHARE IN 2024: **\$2,970.43**



UPDATING PRICING

CURRENT PRICING

PROPOSED PRICING

30 minutes – Free
1 hour - \$3.00
2 hours - \$6.00
3 hours - \$9.00
4 hours - \$12.00
5 hours - \$14.00
6 hours - \$16.00
24 hours - \$50.00



CURRENT CONTRACT EXPIRING:

T2 SYSTEMS PURCHASED NUPARK IN 2021 (OUR CURRENT SOFTWARE USED TO ENFORCE PARKING)

THE NUPARK SOFTWARE SYSTEM WILL **NO LONGER** BE SUPPORTED AFTER: **AUGUST 31, 2025.**

MUST SIGN A NEW CONTRACT TO CONTINUE PROVIDING PARKING ENFORCEMENT SERVICES.





PROPOSED CONTRACT

REPLACING KIOSKS:

10 KIOSKS: \$78,109.28

All new Hardware

* Cost Saving: 2024 current
FLOWBIRD
ANNUAL RATE: **\$31,062.50**

T2 Systems: proposed
Annual Rate: **\$13,200.00**

KIOSKS: \$13,200.00
ENFORCEMENT: \$13,408.00
\$26,608.00
(APPROXIMATE)

* Cost Saving: Enforcement
NuPark Software = \$39,069 per year
T2 Software = \$13,069 per year

YEAR ONE COST:

\$137,151.41

(WITH NEW KIOSKS)

*2019 NUPARK START UP COST FOR
REFERENCE: **\$179,473.28***

T2 Systems Startup: 32,433.80

YEAR TWO COST:

\$23,403.33





PROPOSED CONTRACT



REPLACING KIOSKS:

Current Kiosks Software Fees	\$31,062.50
Proposed Kiosks Software Fees	\$13,200.00
Cost to purchase Kiosks	\$78,109.28
Total 2025 Cost	\$91,309.28
Annual savings	-\$17,862.50
Total Renewal 2026	\$13,200.00

Migrating Enforcement

Current Enforcement Annual Fees	\$39,069.85
Proposed Enforcement Annual Fees	\$13,408.00
Cost to migrate system	\$32,773.00
Total 2025 Cost	\$45,842.00
Annual savings	-\$25,000.85
Total Renewal 2026	\$13,069.00

\$137,151.28

(WITH NEW KIOSKS and
enforcement migration)

YEAR TWO COST:

\$23,403.33

Annual Software Savings \$42,863.35

NORTH BEACHES PAID PARKING



**Solicitation Number: RFP #080321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and T2 Systems, Incorporated, 8900 Keystone Crossing, Suite 700, Indianapolis, IN 46240 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Parking Management Systems with Related Equipment, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract, except for Network Security and Privacy Liability Insurance, or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must if applicable place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

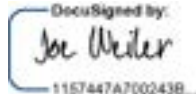
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

T2 Systems, Incorporated

By: 
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/4/2021 | 9:10 PM CDT

By: 
Joe Weiler
Title: Vice President Sales Operations
Date: 10/5/2021 | 12:57 PM EDT

Approved:

By: 
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2021 | 11:58 AM CDT

RFP 080321 - Parking Management Systems with Related Equipment, Supplies, and Services

Vendor Details

Company Name: T2 Systems, Inc.
Address: 8900 Keystone Crossing, Suite 700
Indianapolis, IN 46240
Contact: Joe Weiler
Email: joe.weiler@t2systems.com
Phone: 678-525-7243
Fax: 317-524-5501
HST#: 75-2533462

Submission Details

Created On: Friday July 16, 2021 13:33:11
Submitted On: Tuesday August 03, 2021 14:53:16
Submitted By: Joe Weiler
Email: joe.weiler@t2systems.com
Transaction #: 3c84f46e-ccb0-4c78-839e-eba3e4c9ef54
Submitter's IP Address: 64.72.132.130

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	T2 Systems, Incorporated	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	T2 Systems Canada UPsafety, a division of T2 Systems	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	T2 Systems T2 Systems Canada UPsafety	*
4	Proposer Physical Address:	8900 Keystone Crossing, Suite 700 Indianapolis, IN 46240	*
5	Proposer website address (or addresses):	https://www.t2systems.com/	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joe Weiler Vice President, Sales Operations email: joe.weiler@t2systems.com phone: 317-524-7452 mobile: 678-525-7243	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Weiler Vice President, Sales Operations email: joe.weiler@t2systems.com phone: 317-524-7452 mobile: 678-525-7243	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Drow Vice President Sales and Business Development email: michael.drow@t2systems.com phone: 317-524-7459	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	T2 Systems was founded in 1994 with one simple goal: make parking better. Since our founding, we've established a leadership position in the parking industry and continue to pave the way providing new technologies to make parking better. For more than 27 years, T2 has provided real value to our customers across a wide array of parking solutions. T2 has the broadest portfolio of solutions in the parking industry with innovative cloud-based solutions that meet any Sourcewell participating entities' parking needs: - o T2 Luke Pay Station family of products - o Iris Enterprise Transaction Software - o Flex Permits and Enforcement – focused on Universities and large municipal customers - o Flex PARCS - o UPsafety CityCite Permits and Enforcement – focused on municipal customers - o Fixed and Mobile LPR solutions tightly integrated with our T2 solution portfolio - o T2 Mobile Pay - o Citation and Collection Services With more than 1,650 customers across North America, T2 has the proven track record of implementing projects on-time and on-budget for our clients, and has consistently delivered value for our customers. We have parking industry experts across our implementation, project management, R&D, product management and support teams to ensure we bring best practices to our customers and drive innovation to support their business needs. What it means for the Sourcewell member ecosystem is the ability to grow their parking solution capability over time; take advantage of innovation when it makes business sense to do so, and to rely on one, proven vendor to ensure consistency, seamless integration between solutions, and a high level of return on investment. T2's Mission, Values reflect that passion for our customers and for improving the parking experience: Our Mission - To streamline the parking, mobility, and transportation experience with technology solutions that help organizations manage resources, achieve goals and empower consumers with choices. Our Values – Focus on Customers; Lead with Integrity; Work Smart; Deliver on Commitments; Win as a Team Our Vision – Make every trip a smooth journey.	*

10	What are your company's expectations in the event of an award?	T2 has been an awarded vendor for parking solutions with Sourcewell since 2017, under contract T-121416, and have grown the partnership over the award period. We have increased the number of T2 customers utilizing the Sourcewell program each year, and expect to continue that growth with the award of this contract. T2 worked with Sourcewell on multiple internal training events, participated in some regional events together, and established joint marketing information to include in T2 marketing material and RFP responses. We would continue those best practices and work with Sourcewell to increase our joint marketing presence, and through the Sourcewell annual business plan process, identify joint opportunities to grow the partnership.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	T2 Systems is one of the largest North American providers of parking software and hardware solutions. We are one of the only companies in the parking industry which actually enjoys profitability and has a very strong balance sheet and positive cash flows, with a low measurement of leverage. In addition, we enjoy the full support of our owners at Thoma Bravo, one of the leading firms in the area of software technology, with a 40+ year history of investing in technology companies and more than \$78B in assets under management. Audited financial statements are available as Confidential Information protected by non-disclosure agreements.	*
12	What is your US market share for the solutions that you are proposing?	The parking solution market contains multiple solution categories and there are not readily available external market share data that is available. Per T2's internal measures of market share, we are #1 or #2 in our targeted market segments (Tier 1-3 University and Tier 2-3 Municipal Government) for the solutions that we offer in the US.	*
13	What is your Canadian market share for the solutions that you are proposing?	The parking solution market contains multiple solution categories and there are not readily available external market share data that is available. Per T2's internal measures of market share, we are #1 or #2 in our targeted market segments (Tier 1-3 University and Tier 2-3 Municipal Government) for the solutions that we offer in the Canadian Market.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	T2 is best described as a manufacturer and a service provider. All of our parking solutions are T2 designed and developed. For solutions that include hardware elements, like Pay Stations and PARCS equipment, T2 manufactures the equipment in our Vancouver, BC facility and for our PARCS solution line we do final staging and installation preparation in a facility near our Indianapolis, IN headquarters. Our sales team are all T2 employees, and we deploy our sales teams by main solution line: Pay Stations; Permits and Enforcement and PARCS. In addition, we have dedicated sales teams focused on existing accounts, to make the upgrade and expansion process seamless, and to act as a key point of focus for existing accounts. Our implementation teams also consist of T2 employees. For Permits and Enforcement, we have a team of Business Analysts and Project Managers that work with each client to execute a specific implementation plan for that project. For Pay Stations, we have project managers to coordinate the specific pay station configuration and settings, and coordinate delivery and local installation. The PARCS solution implementation team consists of Business Analysts for software configuration and set-up; Project Engineers for networking and physical site installation planning, and T2 technicians to do the actual installation at the field location. The Sourcewell participating members will get a team of experienced T2 associated, dedicated to implementing successful parking projects on time and on budget. We have proven project management and project deployment methodologies with demonstrated track records of success over the last 27 years in the parking industry. There are two areas where T2 leverages a network of certified 3rd party installation resources to augment our employee resources: For Pay Stations we have a network of 12-15 T2 certified resellers who can resell the pay station solution (at agreed upon Sourcewell pricing) and can provide local installation and support resources. For our PARCS solution we utilize local contractors for the physical site prep work – de-installing existing equipment, concrete or other heavy site prep work as required, and they augment the T2 technician team at installation.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are not licenses required broadly in the parking industry required to provide solutions. In some states and localities there may be local licenses required for specific site implementation work, which T2 will acquire as necessary.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	T2 is an active member in multiple, prominent Industry parking associations throughout North America including the International Parking and Mobility Institute; National Parking Association; and the Canadian Parking Association. We also participate in 30+ additional regional or industry specific parking associations throughout North America. We actively participate in panel discussions associated with these industry groups, provide our subject matter experts for webinars and articles published in Industry Trade publications like Parking Today. We also typically have T2 associates ranked on NPA's annual "40 under 40" honoring young professionals making significant contributions to the parking industry (2021 – Alicia Katopodis, one of our Product Managers). For each of these industry associations, we offer our subject matter experts as resources to participate in their events and trade shows. For Sourcewell participating entities, T2's active engagement and leadership in Industry associations and events provides more access to other parking professionals, and additional thought leadership that is reflected back into our solution roadmaps.	*
19	What percentage of your sales are to the governmental sector in the past three years	From Q3 2018 through end Q2 2021, approximately 30% of T2 sales are from the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	From Q3 2018 through end Q2 2021, approximately 43% of T2 sales are from the government sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	the Commonwealth of Pennsylvania's Cooperative Purchasing Program (COSTARS). 3 year sales associated with this program for T2/UPSafety are approximately \$250K.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mississippi State University	Jeremiah Dumas, Executive Director of Transportation	662-325-1827	*
George Mason University	Josh Cantor, Director Parking and Transportation	703-993-1239	*
City of Glendale, CA	Tad Dombroski, Parking Manager	818-548-3960	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
University of Oklahoma Health Science Center	Education	Oklahoma - OK	Implemented PARCS System; 1st Phase complete; 2nd Phase in process (Used Sourcewell / T2 Contract)	Multiple parking lots implemented with T2 Flex PARCS	\$3.2M	*
REEF Parking	Government	BC - British Columbia	Parking Operator doing business with Municipal government entities and Commercial accounts) Multiple pay station transactions across North America	Average order size \$25K	\$3.0M	*
Board of Supervisors for Louisiana State U and A&M college	Education	Louisiana - LA	Implemented PARCS and Pay Station solutions with T2 (Used Sourcewell / T2 Contract)	Multiple parking lots implemented with T2 Flex PARCS and multiple on-street locations with T2 Pay Stations	\$1.7M	*
City of Santa Monica	Government	California - CA	Pay Station implementation in multiple on and off-street paid parking areas	Multiple implementation phases of T2 Pay Stations	\$1.1M	*
University of Wisconsin Madison	Education	Wisconsin - WI	Flex PE and PARCS implementation	Added multiple new campus garage/lot locations with T2 Flex PARCS; replaced older version of T2 Flex PARCS with new Logan version	\$2.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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25	Sales force.	T2 deploys our salesforce by main product solution area across North America: Pay Station Sales; Permits and Enforcement Sales; PARCS Sales. Each of these sales groups are experts in the specific solution area of parking that they support, including adjacent solutions like T2 Mobile Pay, Fixed and Mobile LPR solutions and Collections and Citation Services. Our field-based sales team also develops relationships throughout the parking ecosystem with regional organizations, adjacent solution providers and Operators within their area. For Sourcewell participating entities, the deep subject matter expertise of our field-based Regional Sales Managers and their extended partners provide for a consultative selling approach, where the T2 sales team can work with each potential client to determine the solution that best meets their needs. In addition to our sales team, T2 has a large Account Management team that acts as a "single point of contact" resource for our existing customers. The account management team establishes an ongoing meeting cadence with existing accounts, and provides resources, escalations where required, and an advocate for each account to ensure that they are maximizing the impact of their T2 solution. T2 has approximately 35 resources fully dedicated to the sales and account management function for North America; with an additional 8 resources dedicated to sales support.
26	Dealer network or other distribution methods.	T2 has a dealer/distributor network for our Pay Station line of business. It consists of approximately 12 dealers in North America, and they provide T2 Pay Station equipment and software, as well as local installation and support services. Approximately 10% of our overall Pay Station business is supported by the dealer channel, with 90% being directly transacted with T2. The T2 Pay Station reseller channel partners will honor the pricing and terms of the Sourcewell contract if awarded to T2.
27	Service force.	T2 has 27+ years of experience in delivering parking projects on-time and on-budget, to ensure our customers can accelerate their time to value and project return. Our Professional Services team has multiple groups that support successful implementations: - o Project Managers – run each implementation project from start to finish. Responsible for assigning critical tasks to T2 and customer resources and developing project plans with critical dependencies. Also responsible for project communication, close-out and any lessons learned. T2 closely follows a Project Management Institute (PMI) process that has been adapted to meet the needs of the parking industry, and we stress individual PMI certification for our Project Management team. - o Business Analysts – work to define the specific scope and operational aspects of the solution implementation. The BA's are experts in parking operations across multiple segments, and they bring their experience from scores of other customer implementation to provide each new customer access to best practices to adopt in their own operation. - o Technical Resources – based on the individual scope of the project, T2 will assign technical resources that are expert in that specific solution aspect. Data conversion, integration with other customer systems, testing services, and field installation of hardware are all handled by this group within the T2 Professional Services team. T2 has a defined implementation methodology that is used for each engagement and has been modified based on best practices and our experience with successful parking technology implementations over the last 27+ years. Sourcewell participating entities can be confident that this experienced team of T2 Professional Services will deliver successful projects. Training is a critical part of project success, and the T2 implementation methodology includes delivery of training as a required part of each planned project. In addition to project specific and on-site training as part of implementation, all of our customers have access to T2 University, which includes scores of online training resources that range from very specific solution module training to more general training on parking industry trend. The T2 Professional Services team includes 2 dedicated training specialists who, in addition to supporting and developing content for T2 University, also are available to develop custom training for customers as needed. Additionally, we have a team of T2 "Flexperts" who are available for on-going consulting, system tuning, and roadmap planning to help customers get the most return out of their T2 solution. Our goal is not just to deliver great projects, but to support Sourcewell participating entities with ongoing training, best practice and consulting resources to maximize the impact of their investment in T2 solutions. The T2 Professional Services team includes approximately 55 dedicated resources.

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	T2 has an automated quoting system, that includes all of the detailed product codes that are released as part of our Sourcewell price lists. Our sales team will work with the Sourcewell participating entity to configure the solution to meet their requirements and produce a T2 quote. We have experience in helping Sourcewell participating entities audit each quote to ensure that it adheres to the Sourcewell price list. That T2 solution quote becomes the order record and is automatically interfaced to our manufacturing systems for hardware product build (if hardware is included) to our Professional Services team for project implementation; and to our Finance team for invoicing, based on the agreed upon invoicing terms. We know that many Sourcewell participating entities have their own Purchase Order requirements, and we have a "PO required" field in our CRM system so that if a customer requires issuance of their own PO, we won't process a transaction until that PO is received. That helps ensure that the Sourcewell participating entity will have the ability to fully match the T2/Sourcewell price list; to the T2 solution quote; to their own purchase order; and finally, to the invoice. We have sales operations resources that can support Sourcewell participating entities in that audit and matching process. T2 will support and adhere to all of the contractual terms in the final T2/Sourcewell contract agreement, but we also recognize that participating entities have their own contract requirements that can be supplemental to the Sourcewell terms. T2 is very familiar with that process from our first Sourcewell term and is also very familiar with typical government and education contract formats. We support leveraging participating entity standard contracts to supplement the Sourcewell agreement and can also provide T2 templates for solution addendum that cover contract terms more specific to the parking solutions that we provide. In our response to question #26 above, we detailed that approximately 10% of our Pay Station solution business is processed by T2 resellers. They have access to the T2 automated quoting system, so the process described above would apply, and as certified T2 resellers they would also be able to participate in the Sourcewell / T2 contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	T2 has an extensive customer service program designed to ensure high availability, quick issue resolution and consistent communication. Our T2 support and help desk resources are North American based and are aligned by specific T2 solution to provide the most effective support. The T2 Customer Community Portal provides the ability for customers to initiate service incidents automatically 7X24 and a toll-free number to call in service incidents is also available 7X24. Once an incident is initiated, our support team will identify existing issues, or known solutions that can be immediately communicated via the portal. If additional diagnosis is required, the incident moves to one of our level 2 solution teams for additional review and suggested solutions. Each of the level 2/3 solution teams also has access to our product engineers as required to resolve issues. Issue status information is available via the Customer Community portal for customers to see that status of any open or closed incident. The T2 Account Managers will include support status and incident status in their ongoing meetings with existing customers and offer an additional point of escalation if required. The T2 support team includes approximately 40 full time resources. Additional detail on Service Level Agreements by solution areas will be included in the supplemental documents.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Government and Education are T2's largest target markets, and our entire company is structured to support providing innovative, differentiated parking solutions to those markets. We have a dedicated sales, implementation, and support structure to support those segments. With the breadth of our parking solution footprint, T2 is uniquely positioned to provide parking solutions and support to the Sourcewell participating entities in the US, and we look forward to continuing our successful partnership with Sourcewell and those entities in the US.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Government and Education are T2's largest target markets, and our entire company is structured to support providing innovative, differentiated parking solutions to those markets. We have a dedicated sales, implementation, and support structure to support those segments. With the breadth of our parking solution footprint, T2 is uniquely positioned to provide parking solutions and support to the Sourcewell participating entities in the US, and we look forward to continuing our successful partnership with Sourcewell and those entities in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	T2 will serve all areas of the US and Canada under the proposed contract. The only current exception is that UPSafety is not certified on a Canadian-based cloud instance – we expect that certification in 1H 2022.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	T2 will serve all of the Sourcewell sectors with this contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Freight cost estimates would include any additional costs associated with delivery outside the continental US.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	T2 has an active marketing function that provides impactful content on T2 and parking industry updates via multiple channels. We actively participate in more than 30 North American and Regional parking industry groups and participate in trade shows and meetings associated with those organization. For the 2H of 2021, T2 is participating in around 20 parking shows in the 2H of 2021, and will have marketing content associated with our relationship with Sourcewell on the presentation material in our booths. T2 sponsors monthly webinars through our T2 Customer Community Portal on a range of solution specific and general knowledge topics. This would be a prime opportunity for Sourcewell and T2 to sponsor a webinar on the benefits of cooperative purchasing to promote our partnership. T2's marketing team has active multi-media campaigns that we run through our CRM system, and we can target specific customer and prospect segments with information on the T2 / Sourcewell partnership, and provide links for customers or prospects to sign up to be a Sourcewell participating entity if they are not already an active member. Each month, T2 produces a series of industry awareness pieces, articles, Employee spotlights, and customer success stories that are available on the T2 website, distributed via social media platforms, and included in various direct marketing campaigns. These offer opportunities for T2 and Sourcewell to jointly promote our partnership. The customer success stories are particularly compelling, and we have included multiple examples of those in our supplemental information attached to the RFP. T2 and Sourcewell can identify customers who are Sourcewell participating entities for a success story, which help promote the end user customer as well as the Sourcewell / T2 partnership.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	See response to question #35 above for some examples of the type of content that T2 promotes via social media and with digital marketing campaigns. We have the ability to track specific clicks to content on our website as well as our various direct digital campaigns, so we can follow up individually with meaningful next steps. We can target specific campaigns, customer success stories and other digital content to highlight the T2 / Sourcewell partnership.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has always made their resources available to talk to T2 customers and prospects who have questions about the program, or to ensure they understand the details of the T2 / Sourcewell contract. We know that support will continue into this next contract as well. T2 has participated in some Sourcewell regional shows to support the partnership, and we have also leveraged Sourcewell associated in T2 internal sales training to describe the benefits of the program, review collateral and discuss specific examples of best practices. We have a Sourcewell program identifier in our CRM system that allows our salespeople to identify potential sales opportunities where the Sourcewell contract can be utilized. That is incorporated into our sales review cadence and we report on those opportunities internally.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not at this time. Our UPSafety solution has a small e-procurement site that is focused on parts and consumable products, and we may expand that to other solutions, but it would only be for simple, add-on consumable and parts purchases.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	T2 has an extensive training program that is an extension to the Customer Community Portal. As part of that customer community portal, each participating entity will have access to the entire T2 library of webinar/recorded training sessions – known as T2 University. These training modules cover a wide range of topics from solution-specific updates to broader operational topics within the parking industry – all available free of charge via the T2 Customer Community Portal. In addition, T2 offers two training classes per year focused on hardware implementation and lifecycle support for our Pay Station and PARCS product lines. This allows for collaboration among customer technical teams to share best practices along with T2 certified service providers. These classes have a nominal training fee, along with the travel expenses for on-site attendance at our Indianapolis or Vancouver office locations. T2 has 2 dedicated training resources who update and manage the T2 Customer Community Portal training curriculum, and also offer on demand special training webinars based on feedback from our customer base. In addition, they can work with participating entities to design custom training curriculum for specific customers as required. As described in our response to question #27 above, each implementation engagement includes a training module, to ensure that the participating entity is fully trained and ready to take over the management of the T2 solution at project implementation.
40	Describe any technological advances that your proposed products or services offer.	T2 has a proven record of delivering high-impact innovation to the parking industry over our 27+ year history. T2 was the first solution provider to offer cloud-based software solutions, eliminating the requirement for expensive, on-premise servers and equipment, and allowing for frequent software updates and accelerating time to value for software enhancements for our customers. T2 SecurePay provided the first P2PE point to point encrypted solution for the parking industry, providing the maximum protection for credit and debit transactions. T2 continues that history of innovation with the broadest portfolio of cloud-based parking solutions in the industry, enabling our customers to build increasing value with each T2 solution they implement. Each T2 solution has documented roadmap for new functionality and innovation, typically with 2 new solution releases per year, and our customers are able to incorporate those innovations when they are ready to take full advantage of the new capability.

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	T2's Canada operations are in a LEED certified building, including our primary manufacturing operations. In all T2 locations, we have specific programs to reduce and manage energy usage, and provide full recycling options. Our manufacturing operations implement sustainable practices including recycling of all cardboard, metal, electronics and battery components. We do not use volatile chemical products in our production processes. We purchase recycled materials wherever possible, and track our suppliers to ensure they adhere to green best practices throughout their processes.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	T2 designs our products for maximum uptime and availability and our solutions are built to withstand the difficult parking environment. We design all of our solutions for ease of installation and service, to make sure that we accelerate time to value, and minimize any downtime if incidents occur. We demand that our solutions support our customers' expectations of extended useful life, and our software and hardware releases are backwards compatible to protect our customers' investments in T2 technologies.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	T2 has the broadest solution portfolio in the parking industry, and we provide Sourcewell participating entities with the ability to grow and expand their solution footprint as their parking needs evolve. A customer can start with a project to migrate from free to paid parking in an on-street parking environment; add Mobile LPR to drive enforcement efficiency and implement a robust permit management system as parking options expand – T2 provides all of those capabilities with an integrated suite of solutions to meet those business goals. T2 is proposing a suite of solutions across the parking enterprise for Sourcewell participating entities: • T2 Iris Enterprise transaction software • T2 Flex Permits and Enforcement • T2 Flex PARCS • UPSafety CityCite Permits and Enforcement • T2 Luke Pay Station Product Family • T2 MobilePay • Mobile and Fixed LPR Solution • Citation and Collection Services This cloud-based, comprehensive solution suite will enable Sourcewell participating entities to add capability and functionality and to innovate and grow into the future. T2 has been delivering parking technology projects on time on budget for more than 27 years. We have deployed than 20,000 pay stations, more than 2,000 PARCS lanes, more than 500 Permits and Enforcement solution implementations, and over 150 LPR sites and that experience means that Sourcewell participating entities benefit from a proven implementation methodology strengthened with each customer project. T2's proven implementation method and process is tailored for each project implementation: from a straight-forward replacement of aging single space on-street meters with multi-space Luke Pay Stations, to a complete enterprise implementation of a new permit management and enforcement solution, T2 adapts our project methodology to meet the customer's project and business requirements. With more than 1,650 customers in North America, and more than 5,000 active participants in the T2 Customer Community portal, along with the T2 team of 300+ dedicated parking professionals, Sourcewell participating entities will join a large community dedicated to implementing best practices, driving operational efficiencies and providing seamless parking experiences for their customers.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	T2 warranty specific terms differ slightly by product line, the standard warranty documents for our Pay Station solution; PARCS Logan hardware and software; our Flex Permits and Enforcement solution; and the UPSafety CityCite Permits and Enforcement solution are included in the supplemental information in the document section of the RFP response. Pay Stations – one year warranty. Standard warranty is return and repair of any defective parts. Upgrades available to advanced exchange warranty. Software and firmware are included in warranty coverage. PARCS – one year warranty. Standard warranty is return and repair of any defective parts. Field technicians will be dispatched for cash handling units that require onsite support. Software and firmware are included in warranty coverage. Flex Permits and Enforcement – one year warranty. Standard warranty is return and repair of any defective hardware parts. Software and firmware are included in warranty coverage. UPSafety – one year hardware warranty. Standard warranty is return and repair of any defective parts. Extended warranty packages and special coverage including Preventative Maintenance are available at an additional charge. Warranty
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	T2 Warranties include standard exceptions for coverage, including: - o Negligence, mis-use or vandalism - o Damage from extreme weather conditions - o Unauthorized modifications of products - o Pay Station batteries, paper and cleaning supplies - o PARCS batteries, locks and keys are limited to a 30 day replacement warranty
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The T2 standard warranties cover parts, software and firmware, so the expense of a technician is not included. For optional service packages that include labor – travel time would be included in those optional services.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The T2 Pay Station product line support model is a return and repair or advanced exchange parts warranty, along maintenance coverage for all software elements. Local Pay Station resellers can provide additional on-site maintenance services if required by customers. T2 uses a mix of employee field based technicians and technology implementation partners to support our PARCS product line where on-site technical support is required.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	T2 will provide warranty service coverage for products that we sell to our customers, including select items that are made by other manufacturers. If we include the product on our quote, then we will provide the warranty coverage
50	What are your proposed exchange and return programs and policies?	T2 uses a Returns Material Authorization (RMA) authorization process to track all customer returns and subsequent shipment of repaired parts to customers. The customer is responsible for freight to T2; T2 covers the freight for the repaired part back to the customer. For Advanced Replacement service, the customer is charged for the part if the designated defective part is not returned to T2 within 30 days. Additional details are included in the Warranty and Support documents in the supplemental information portion of our RFP response.
51	Describe any service contract options for the items included in your proposal.	T2 offers a variety of warranty programs for customers to best match their support requirements. In addition to standard return and repair parts warranty, we offer upgrades to return and repair service, as well as options for Preventative Maintenance and other supplemental support services. Additional details are included in the Warranty and Support documents in the supplemental information portion of our RFP response.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	T2's suite of cloud-based software solutions are housed in a highly secure data center environment with superior reliability and scalability to ensure maximum availability for our customers. Please see the document "Benefits of Hosting" to review the key attributes of our hosting environment. T2 manages the complexity of security, availability and redundancy, and an automatically update your system environment as new versions of our applications with new capabilities become available. All of our T2 solutions are PCI DSS certified, and T2 systems is listed as a PCI DSS Level 1 Service Provider, keeping up with the latest requirements from a data security perspective.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	In the supplemental warranty and service information, T2 has included our Support Service level agreement which provides details on our incident priority categorization and response targets by severity level. In that same section, we have provided the details of our secure, scalable, reliable cloud environment that has provided an average solution up-time in excess of 99.99% over the last trailing 12 months. Internally we have a culture of continuous improvement and use a variety of metrics on project delivery effectiveness, sales coverage, win rate and close rate, market penetration, service delivery, support issue resolution, including automated resolution, etc. to help us manage our key process to drive increasing value for our customers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	T2's standard payment terms are net 30 days, and we accept ACH and EFT transactions, physical checks via lockbox and credit card payments, which are subject to a 2.5% fee.
55	Describe any leasing or financing options available for use by educational or governmental entities.	T2 works with Fleetwood Finance Leasing, LLC to provide leasing services for our customers. Fleetwood Finance Leasing has extensive experience in the government and education services and can provide leasing options for all T2 solutions, allowing participating entities to conserve capital and match project costs with revenue over the life of a parking technology implementation.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	T2's most common transaction document is the quote form, which details the specific product-code level configuration that the customer is purchasing. These T2 quote documents are typically what our customers use to create their internal PO's where required, and automatically drive T2 project invoicing. Examples of T2 quote documents are included in the supplemental information with this RFP response, in addition to our Warranty and Maintenance programs and Service Level Agreement document. T2 will work with Sourcewell participating entities to create transaction documents that meet their requirements and can work with customer contract and PO documents as applicable.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	T2 accepts credit cards, including P-cards subject to a 2.5% transaction fee.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	T2's pricing model for Sourcewell participating entities is designed to provide preferential market-based pricing for each T2 solution offered, and to provide Sourcewell program entities additional financial incentives as they add more T2 solutions. We have established discounted pricing by solution category and all of the SKU's in the solution category would be eligible for that discount. We have provided the detailed SKU (product code) level pricing lists in our supplemental document section and have also provided a summary of the overall pricing structure by solution.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	T2 is offering preferential market-based pricing by solution for Sourcewell participating entities. Additional details are provided in the Pricing section of our supplemental information but the high level pricing by solution, includes: Pay Station Hardware: 42% discount from list Pay Station Software: 35% discount from list Flex Permits and Enforcement: 10% discount from list Flex PARCS: 10% discount from list UPSafety Permits and Enforcement: Net Sourcewell price Mobile and Fixed LPR: Net Sourcewell price T2 MobilePay: Net Sourcewell price

60	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the program pricing described above, Sourcewell participating entities can earn an additional 2% discount on T2 Pay Stations and our Flex PE and PARCS solutions, if they are implementing more than one T2 solution under the Sourcewell agreement. So if a participating entity is a T2 Pay Station customer, and they add one of our Permits and Enforcement solutions, they earn an additional 2% discount on that additional solution implemented.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	T2's strategy is to offer the main components required to implement each of our solutions as T2 released and supported products. We are open to providing quotes for related products and services that are not T2 released products, as requested by Sourcewell participating entities	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Implementation and Consulting services are not included in T2's standard Sourcewell pricing list. These services are scoped based on the specific integration and implementation requirements for each project. These services items will be detailed by line item on the T2 quote, and T2 and the Sourcewell participating entity will agree on the project scope that drives the implementation costs. These services will be priced at preferential market pricing to Sourcewell participating entities.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are an additional cost to the Sourcewell participating entity, and an estimate of freight is done at the time of quote based on the delivery location, level of service requested, and customer required delivery date. T2 uses ground transportation as our default method, and if expedited delivery service is required, T2 will review the cost of that in advance with the client. Cross border/International shipments- T2 prepares all commercial documentation required for the Import and Export of our shipments covering all modes of transportation. Documents include NAFTA certificate of origin, FCC 140, Commercial Invoice, FDA 2877, Solar cell work sheets, HS code classification and assignment as well as providing any other documentation requested by Border Services and Other Governments Agencies. Our Customs Broker(s) submit entry transmissions through CADEX (Customs Automated Data Exchange) with online PARS (Pre Arrival Review System) and EDI (Electronic Data Interchange) to clear our shipments prior to arrival at the border. International & Domestic shipments- Our Logistics partner makes the necessary transportation arrangements based on our request and approval using their own trucking fleet as well as other partnered national carriers. Depending on the chosen or required method of transportation, a HAWB, AWB or PRO number is generated and provided to T2 at the time of pickup. T2 Project Managers will then provide this information to the customer. Our logistics provider and T2 staff monitor all shipments from time of pickup to final delivery.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	International shipments- T2 prepares the required commercial documentation and our broker pre-clears the shipment prior to arrival at the shipments port of entry. U.S Domestic & Canadian shipments - Our Freight forwarder makes the required booking arrangements through partnered carriers, the freight is picked up and trucked to the Port of Seattle where it is loaded onto a barge or steamship, Once the freight has arrived at it's final port, arrangements have already been made with a partner carrier to retrieve and deliver the order to it's final destination. Typical door to door transit times for AK and HI are 12 to 15 days when shipping from the west coast of the United State and Canada. *Airfreight is also available for urgent or time sensitive orders.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For the T2 Flex PARCS solution, we route all projects through our staging and deployment center, located near our company headquarters in Carmel, In. This allows us to stage the PARCS lane equipment, pre-load and test the software integration, and install the specific versions of cameras, intercom system and other options that are specified in the configuration. This enables T2 to deliver the PARCS equipment install-ready to the site, and minimizes the set-up and configuration time at each lane. This minimizes on-site time and complexity and leads to maximum uptime and reliable installation projects.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	The T2 pricing offered represents the market based pricing for large University and Government transactions, providing Sourcewell participating entities with volume pricing benefits.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	T2 is fortunate to have prior experience as a Sourcewell approved vendor, and will continue to grow and improve our capabilities to successfully administer the Sourcewell agreement. Currently, we provide Sourcewell participating entities with audit documents that show their specific T2 solution quote and how it matches to the T2 / Sourcewell price list. We will plan to update the Sourcewell price lists approximately every 6 months, to ensure that we are capturing new product feature releases, and always are making our most current product price list available to Sourcewell participating entities. We have a field in our enterprise CRM solution to identify specific opportunities as being tied to the Sourcewell program. That allows us to track opportunities throughout the sales process and allows for standard reporting to product our quarterly sales reports and the basis for remitting our quarterly administrative fee to Sourcewell.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Because T2 tracks the Sourcewell program opportunities within our CRM system, we are able to use our standard sales metrics to report on Sourcewell activity: Open Sourcewell pipeline by solution and program; Sourcewell pipeline by selling stage; Close rates and Win rates for Sourcewell opportunities, etc. T2 plans to incorporate the reporting on these program metrics into our joint quarterly business review, and use them to guide planning in the annual business plan that we jointly develop with Sourcewell.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	T2 proposes a 1% of net bookings administrative fee for the Sourcewell contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	T2 has the broadest solution portfolio in the parking industry, and we provide Sourcewell participating entities with the ability to grow and expand their solution footprint as their parking needs evolve. A customer can start with a project to migrate from free to paid parking in an on-street parking environment; add Mobile LPR to drive enforcement efficiency and implement a robust permit management system as parking options expand – T2 provides all of those capabilities with an integrated suite of solutions to meet those business goals. T2 is proposing a suite of solutions across the parking enterprise for Sourcewell participating entities: • T2 Iris Enterprise transaction software • T2 Flex Permits and Enforcement • T2 Flex PARCS • UPSafety CityCite Permits and Enforcement • T2 Luke Pay Station Product Family • T2 MobilePay • Mobile and Fixed LPR Solution • Citation and Collection Services This cloud-based, comprehensive solution suite will enable Sourcewell participating entities to add capability and functionality and to innovate and grow into the future. In the "Additional Document" upload section, please see the document "Sourcewell Executive Overview and Solution Information – T2 Systems" for additional details about each solution that T2 is proposing.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	to meet their needs. The breadth of our solution portfolio enables us to grow with the Sourcewell participating entity and continue to expand their parking capabilities over time. Listed below are proposed T2 solutions by broad parking solution category: Permits and Enforcement • T2 Flex Permits and Enforcement • UPSafety Permits and Enforcement Parking Access and Revenue Control Systems • T2 Flex PARCS Pay Stations • T2 Luke and Cosmo pay station units • T2 Iris Enterprise transaction software Licence Plate Recognition • Fixed and Mobile LPR solutions tightly integrated with our core parking solutions Mobile Payment • T2 MobilePay Other Related Services • T2 Citation and Collection Services

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Parking meters, pay stations, and parking-related management or payment applications, platforms, or technologies	☒ Yes ☐ No	Includes multiple models of Pay Station hardware; EMV options; T2 SecurePay to provide for P2PE capability; Iris enterprise transaction engine; and T2 MobilePay	*
73	Parking lot or parking ramp access controls, gates, and booths, and parking access and revenue control systems (PARCS)	☒ Yes ☐ No	Full suite of PARCS equipment and cloud-based software solution that is an extension of the Flex Permits and Enforcement solution. Includes touchless ticket options; EMV support with P2PE certification; and fixed LPR capability.	*
74	Parking accessibility, permit, and enforcement solutions, including license plate readers, parking counters, mobility parking monitoring, parking permit management and tracking, and parking enforcement and citation technologies or applications	☒ Yes ☐ No	T2 offers two core Permits and Enforcement Solutions: Flex PE is targeted for University customers and large complex municipal, medical and commercial accounts. UPSafety CityCite is targeted for municipal accounts with extensive enforcement capability.	*
75	Equipment, supplies, and services related to the offering of the solutions in lines 71 - 73.	☒ Yes ☐ No	In addition to the implementation, consulting and lifecycle support services to support the core T2 parking solutions, we also offer Citation and Collection Services where customers can outsource those services to T2, to improve overall collection and revenue flow.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 - Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Information - T2 Systems.pdf - Tuesday August 03, 2021 14:01:50
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Sourcewell Marketing Info Customer Success Stories - T2 Systems.pdf - Monday August 02, 2021 22:26:55
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Sourcewell Warranty Info and SLA - T2 Systems.pdf - Tuesday August 03, 2021 04:18:57
 - [Standard Transaction Document Samples](#) - Sourcewell Quote Examples - T2 Systems.pdf - Tuesday August 03, 2021 14:22:54
 - [Upload Additional Document](#) - Sourcewell Executive Overview and Solution Information - T2 Systems.pdf - Tuesday August 03, 2021 14:47:59

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joe Weiler, Vice President, Sales Operations, T2 Systems, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

AMENDMENT #1
TO
CONTRACT # 080321-TSI

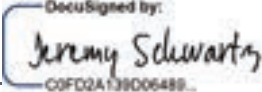
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **T2 Systems, Incorporated** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Parking Management Systems with Related Equipment, Supplies, and Services to Sourcewell and its Participating Entities, effective October 5, 2021, through October 7, 2025 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract to include Supplier’s Terms and Conditions into the Contract as they apply to purchases made by Participating Entities. The Terms and Conditions are attached and incorporated into this Amendment.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: 
C0FC2A138D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 6/27/2024 | 3:16 PM CDT

T2 Systems, Incorporated

By: 
18B072988CA14CB...
Jennifer Streetman

Title: SVP, Sales

Date: 6/27/2024 | 12:51 PM PDT