

# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, JULY 05, 2022 – 7:00 PM



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Anyone wishing to address the city council regarding any topic on this agenda is requested to complete a card available at the city clerk's desk. Speakers are respectfully requested to limit their comments to three (3) minutes.

The city council prohibits the use of cell phones and other electronic devices which emit an audible sound during all meetings with the exception of law enforcement, fire and rescue or health care providers on call. Persons in violation may be requested to leave the meeting

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## AGENDA

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Invocation & Pledge of Allegiance to the Flag

Roll Call

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda.

### CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Backup documentation and staff recommendations have been previously submitted to the city council on these items.

1. City Council establishes hearing dates for the first and final hearings to adopt the City of Green Cove Springs Operating Budget and Five-Year Capital Improvement Plan for FY 2022/2023. **Marlena Guthrie**
2. City Council approval of surplus request for vehicle #141. **Chief Guzman**
3. City Council approval of pay request #1 in the amount of \$10,797.44 to WGI, Inc. for the Walnut St. Design Project. This leaves a balance of \$245,992.56 in the task order for \$256,790. **Mike Null**
4. City Council award of Bid 2022-02, Palmetto Trail Project, to EltonAlan, Inc. in the amount of \$1,544,374.81. **Mike Null**

### COUNCIL BUSINESS

5. FMPA - July 2022 **Bob Page**
6. Council establishes workshop dates for reviewing the Operating Budget and Capital Improvement Plan for FY 2022/2023. **Marlena Guthrie**

7. City Council discussion on revising Council Meeting dates due to holidays. *Erin West*
8. City Manager & City Attorney Reports / Correspondence
9. City Council Reports / Correspondence

Adjournment

**The City Council meets the first and third Tuesday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in City Hall at 321 Walnut Street. Video and audio recordings of the meetings are available in the City Clerk's Office upon request.**

**City may take action on any matter during this meeting, including items that are not set forth within this agenda.**

**Minutes of the City Council meetings can be obtained from the City Clerk's office. The Meetings are usually recorded, but are not transcribed verbatim for the minutes. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, if available, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.**

**Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose 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 based. The City is not responsible if the in-house recording is incomplete for any reason.**

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#### ADA NOTICE

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In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

#### **PUBLIC PARTICIPATION:**

Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

#### **EXPARTE COMMUNICATIONS**

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the City Council. The exchanges must be disclosed by the City Council so the public may respond to such exchanges before a vote is taken.



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** July 5, 2022

**FROM:** Marlena Guthrie, Finance Director

**SUBJECT:** Council establishes hearing dates for the first and final hearings to adopt the City of Green Cove Springs Operating Budget and Five-Year Capital Improvement Plan for FY 2022/2023.

### BACKGROUND

The City must set two hearing dates for the adoption of the City's Operating Budget and Five-Year Capital Improvement Plan for the fiscal year 2022/2023. The City may not hold its hearings at the same time as the Clay County School Board or Clay County Board of Commissioners. The School Board will hold its hearings on August 2 and September 8 and the County will hold its hearings on September 13 and September 27, therefore staff proposes the City hold its first hearing to tentatively adopt the Operating Budget and Five-Year Capital Improvement Plan on September 6, 2022, at 7:00 pm and its final hearing on September 20, 2022 at 7:00 pm in the City Council Chambers.

### FISCAL IMPACT

None

### RECOMMENDATION

To set September 6, 2022, at 7:00 pm for the tentative hearing date and September 20, 2022, at 7:00 pm as the final hearing date to adopt the City of Green Cove Springs Operating Budget and Five-Year Capital Improvement Plan for FY 2022/2023.



## GREEN COVE SPRINGS POLICE DEPARTMENT

1001 Idlewild Avenue, Green Cove Springs, FL 32043  
www.GCSPD.com



From the  
**Office of the Chief of Police**

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To: Steven Kennedy, City Manager  
From: Chief E.J. Guzman *EJG #673*  
Subject: Vehicle #141 Surplus Request  
Date: June 28, 2022

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Our department is requesting the surplus of vehicle #141 from our fleet and authorize staff sale at public auction or disposal in the best interest of the city.

VIN 2G1WD5EM9A1179466

2010 Chevrolet Impala

Mileage as of today's date: 94,005 miles.

E.J. Guzman, Chief of Police



**CITY OF GREEN COVE SPRINGS, FLORIDA  
STAFF REPORT  
FOR MEETING OF JULY 5, 2022**



**SUBJECT:** Sale of Surplus Equipment

**BACKGROUND:**

The equipment, supplies and materials listed in exhibit A have been determined to be Surplus. City Staff requests authorization to dispose of the surplus material through a regularly scheduled auction or other means which are in the best interest of the City.

**Recommendation:**

Staff recommends that the City Council declare this equipment surplus and authorize staff sale at public auction or disposal in the best interest of the City.

**MOTION: Declare the equipment Exhibit A surplus and authorize sale at public auction or disposal in the best interest of the City**

RECOMMENDED BY:

APPROVED BY:

\_\_\_\_\_  
Mike Null, Public Works Director

\_\_\_\_\_  
Steven Kennedy, City Manger

\_\_\_\_\_  
Marlena Guthrie, Finance Director

**ATTACHMENTS:**  
**SURPLUS REQUEST FORMS**



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session

**MEETING DATE:** July 5, 2022

**FROM:** Mike Null

**SUBJECT:** City Council approval of pay request #1 in the amount of \$10,797.44 to WGI, Inc. for the Walnut St. Design Project. This leaves a balance of \$245,992.56 in the task order for \$256,790. *Mike Null*

### BACKGROUND

At the May 3, 2022, City Council authorized a task order to WGI, Inc. in an amount not to exceed \$256,790 to survey most of the downtown area and design roadway, utility, pedestrian and streetscape improvements on Walnut St from Palmetto Ave to the River.

Attached for approval is pay request #1 in the amount of \$10,797.44 for services through May 27. This will leave a balance of \$245,992.56.

### FISCAL IMPACT

The funding available for this project includes:

- FY 22 Public Works CIP – Streetscape Design - \$25,000
- FY 22 Public Works Brick Street Repair Budget - \$200,000
- ARPA funds designated by Council - \$1,100,000
- FDEP 319 Grant funds (high confidence of funding) - \$400,000

The total available for this phase of the project is \$1,725,000. This design task order will be funded from the ARPA funds that have been designated for this project.

### RECOMMENDATION

Authorize the Mayor to execute a task order to WGI, Inc. in an amount not to exceed \$256,790 to survey most of the downtown area and design roadway, utility, pedestrian and streetscape improvements on Walnut St from Palmetto Ave to the River.



**WGI, Inc.**

2035 Vista Parkway, West Palm Beach, FL 33411  
 t: 561.687.2220 f: 561.687.1110 Toll Free: 866.909.2220  
 WGIinc.com

June 28, 2022

Project No: 02216751.01  
 Invoice No: 75081R

City of Green Cove Springs  
 321 Walnut Street  
 Green Cove Springs, FL 32043

Project 02216751.01 Walnut Street-Phase 1 (Palmetto Avenue to the St. John's River)

**Professional Services through May 27, 2022**

Phase 0200 Roadway Plans

Task 0002 Project Management

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager Lanning, Eric	11.00	185.00	2,035.00	
Totals	11.00		2,035.00	
<b>Total Labor</b>				<b>2,035.00</b>
		<b>Total this Task</b>		<b>2,035.00</b>

Task 0003 Drainage

**Professional Personnel**

	Hours	Rate	Amount	
Senior Engineer Cann, Kevin	3.00	170.00	510.00	
Totals	3.00		510.00	
<b>Total Labor</b>				<b>510.00</b>
		<b>Total this Task</b>		<b>510.00</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	2,545.00	0.00	2,545.00	
Limit			96,885.00	
Remaining			94,340.00	
		<b>Total this Phase</b>		<b>2,545.00</b>

Phase 0230 Signing and Pavement Marking Plans

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			10,320.00	
Remaining			10,320.00	
		<b>Total this Phase</b>		<b>0.00</b>

Phase 0250 Lighting Plans

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			21,625.00	
Remaining			21,625.00	

**Total this Phase** **0.00**

Phase 0320 Surveying Services

**Professional Personnel**

	Hours	Rate	Amount
Professional Surveyor			
Kett, Ryan	3.00	140.00	420.00
Survey Technician			
Maynard, Kaitlyn	1.00	100.00	100.00
Ortiz, Juan	7.00	100.00	700.00
Stewart, Christian	10.00	100.00	1,000.00
2-Person Field Survey Crew			
Coley, Kevin	10.00	140.00	1,400.00
3-Person Field Survey Crew			
Coley, Kevin	20.00	180.00	3,600.00
Totals	51.00		7,220.00
<b>Total Labor</b>			<b>7,220.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	7,220.00	0.00	7,220.00
Limit			65,980.00
Remaining			58,760.00
			<b>Total this Phase</b>
			<b>7,220.00</b>

Phase 0700 Landscape/Hardscape Analysis/Plans

Task 0001 Urban & Community Planning

**Professional Personnel**

	Hours	Rate	Amount
Senior Project Manager - Planning			
Biagi, Angela	1.00	180.00	180.00
Project Manager - Planning			
Elswick, Aaron	5.00	150.00	750.00
Totals	6.00		930.00
<b>Total Labor</b>			<b>930.00</b>

**Reimbursable Expenses**

Misc Reimbursable Expenses			
5/13/2022	Biagi, Angela	Car for kick off meeting	102.44
	<b>Total Reimbursables</b>		<b>102.44</b>
		<b>Total this Task</b>	<b>1,032.44</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	1,032.44	0.00	1,032.44
Limit			35,180.00
Remaining			34,147.56
			<b>Total this Phase</b>
			<b>1,032.44</b>

Phase 1043 Utility Coordination

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	0.00	0.00
Limit			18,300.00
Remaining			18,300.00
			<b>Total this Phase</b>
			<b>0.00</b>

Project 02216751.01 Walnut Street Invoice 75081R

Phase 9900 Geotechnical - Wood

**Billing Limits**

**Current**

**Prior**

**To-Date**

Total Billings	0.00	0.00	0.00
Limit			8,500.00
Remaining			8,500.00

**Total this Phase 0.00**

**TOTAL AMOUNT DUE THIS INVOICE 10,797.44**

Total Contract Amount: \$256,790.00

Total Billed to Date: \$10,797.44

Total This Invoice: \$10,797.44

Remaining: \$245,992.56

Authorized By: 

Date: 6/29/2022

Eric Lanning



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** July 5, 2022  
**FROM:** Mike Null, Assistant City Manager  
**SUBJECT:** Award of Bid 2022-02, Palmetto Trail Project, to EltonAlan, Inc. in the amount of \$1,544,374.81. *Mike Null*

### BACKGROUND

Council previously approved a Local Area Project (LAP) agreement with FDOT for the construction phase of project 43677-1-38-02, to construct a trail along Palmetto Ave from Oak St to Harbor Road and along MLK Jr. Blvd from Palmetto Ave to Vera Francis Hall Park. The FDOT construction budget is \$1,611,250.00.

The Project was advertised for bid in May. Three bids were received from EltonAlan, Inc., Marquee Development and CGC, Inc. The lowest responsive bid was received from EltonAlan, Inc. in the amount of \$1,544,374.81. City staff, the project engineer and FDOT staff have all reviewed the bid results and are in agreement to award the project to EltonAlan, Inc. A sample contract is also attached for approval.

Again, staff will be managing the project and FDOT will be funding the pay requests.

### FISCAL IMPACT

This project is funded by FDOT.

### RECOMMENDATION

Award Bid 2022-02, Palmetto Trail Project, to EltonAlan, Inc. in the amount of \$1,544,374.81 and authorize the Mayor and City Manager to execute all agreements and documents associated with this project.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GREEN COVE SPRINGS AND \_\_\_\_\_**

**THIS AGREEMENT** is awarded and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the CITY of Green Cove Springs, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "CITY" and EltonAlan, Incorporated a Florida Corporation, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

**WHEREAS**, the CITY desires to obtain the professional services of said CONTRACTOR to provide and perform services as further described hereinafter as imaging, scanning and storage of documents and

**WHEREAS**, the CONTRACTOR hereby certifies that they have been granted and possesses all necessary, valid, current licenses/certifications to do business in the State of Florida and in the CITY of Green Cove Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement; and

**WHEREAS**, the CONTRACTOR has reviewed the professional services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth; and

**WHEREAS**, all parties hereto agree with all terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a Contract shall exist between both parties consisting of:

**ARTICLE 1.00 - DEFINITIONS**

The following are definitions for the terms associated with this Agreement and are provided to establish a common understanding, between the parties, regarding the intended usage, application, and interpretation of same.

**1.01** **AGREEMENT** - As it relates to the requirement of the work contemplated herein, this Agreement shall include **Exhibit A , Exhibit B, Exhibit C and Exhibit D** and any documentation by reference, and shall constitute the entire agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto, for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this agreement.

**1.02** **AMENDMENTS** - Any additions, modifications or alterations made to this agreement. All amendments shall be made in accordance with Article 23.00.

**1.03** **"CONTRACTOR"** the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services as required under the covenants, terms and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONTRACTOR shall also include any employees of the CONTRACTOR, and any SUB-CONTRACTORS or employees thereof, who are engaged by the CONTRACTOR for the purpose of performing professional services pursuant to this Agreement.

- 1.04** "CITY" a political subdivision of the State of Florida, and any official and/or employees thereof, who shall be duly authorized to act on the CITY'S behalf, relative to this Agreement.
- 1.05** "PARTIES" CITY and the CONTRACTOR as defined hereinabove.
- 1.06** "PROFESSIONAL SERVICES" all services, work, materials and other professional, technical and administrative activities as set forth in Exhibit A, which are necessary to be provided and performed by the CONTRACTOR and its employees, and any and all sub-consultants and sub-CONTRACTORS the CONTRACTOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions contained herein.
- 1.07** "PROJECT MANAGER" the CITY's Public Works Director or his designee. The PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements as set forth in this Agreement, or any AMENDMENT(S) hereto. The PROJECT MANAGER shall also serve and act on behalf of the CITY, to provide direct contact and communication between the CITY and the CONTRACTOR, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONTRACTOR, pursuant to this agreement, and any Amendment(s) hereto. The PROJECT MANAGER shall also review and approve any and all requests, submitted by the CONTRACTOR, for payment of services performed, pursuant to this Agreement.
- 1.08** "SUB-CONTRACTOR" any individual or firm who offers professional services to the CONTRACTOR, to assist providing and performing the professional services, work and materials for which the CONTRACTOR is contractually obligated, responsible and liable to provide and perform under this Agreement. The CITY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any Agreement entered by the CONTRACTOR and any and all SUB-CONTRACTORS.
- 1.09** ADDITIONAL DEFINITIONS - RESERVED

**ARTICLE 2.00 - SCOPE OF PROFESSIONAL SERVICES**

The CONTRACTOR agrees to provide to the CITY the services identified in Exhibit A under the price schedule contained therein.

**ARTICLE 3.00 - TERM**

The Agreement Term shall commence as set forth in the Notice to Proceed and to reach substantial completion within **266** calendar days from the date on which work commences with final completion within **30** calendar days thereafter.

**ARTICLE 4.00 FUNDING**

This Agreement or any amendments hereto shall be subject to fund availability.

**ARTICLE 5.00 - OBLIGATIONS OF THE CONTRACTOR**

The obligations of the CONTRACTOR, with respect to the services provided herein, shall include, but not be limited to, the following:

**5.01** LICENSES

The CONTRACTOR agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses/certifications as required to do business in the State of Florida and the CITY of Green Cove Springs, including, but not limited to, licenses required by any State Boards, or other governmental agencies, responsible for regulating and licensing the professional services provided and performed by the CONTRACTOR pursuant to this Agreement.

**5.02** PERSONNEL

(l) Qualified Personnel - The CONTRACTOR agrees to employ and/or retain only qualified

personnel where, under Florida law, requires a license, certificate of authorization, or other form of legal entitlement, to practice such services.

(2) CONTRACTOR's Project Manager - The CONTRACTOR agrees to employ and designate, a qualified professional to serve as its Project Manager. The CONTRACTOR's Project Manager shall be authorized to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed, pursuant to this Agreement, and/or any Amendment(s) hereto. The CONTRACTOR'S Project Manager shall have full authority to bind and obligate the CONTRACTOR on any matter arising under this Agreement or any Amendment(s) hereto, except upon express written agreement of the CITY. The CONTRACTOR agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services performed by the CONTRACTOR, throughout the entire term of this Agreement and any extension hereof. The person or individual selected, by the CONTRACTOR, to serve as its Project Manager is subject to prior approval and acceptance of the CITY.

(3) Sub-CONTRACTORS – If the CONTRACTOR utilizes SUBCONTRACTORS to assist in providing and performing the professional services, CONTRACTOR will solicit and consider Minority-Owned Businesses.

### **5.03 STANDARDS OF PROFESSIONAL SERVICE**

The CONTRACTOR agrees to provide and perform the professional services set forth in this Agreement, or any Amendments hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies, of any governmental agencies which may regulate, or have jurisdiction over the professional services to be provided and/or performed by the CONTRACTOR, pursuant to this Agreement.

### **5.04 INDEMNIFICATION**

(1) The CONTRACTOR shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the CITY caused by the errors, omissions, negligence, or delay(s) of the CONTRACTOR or by any sub-consultant(s) and/or SUBCONTRACTOR(s) engaged by the CONTRACTOR in providing, performing and furnishing services, work and materials pursuant to this Agreement.

(2) The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the CONTRACTOR'S errors, omissions, negligence, or delay(s), or those of any and all sub-consultants and/or SUBCONTRACTORS engaged by the CONTRACTOR during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendments thereto.

### **5.05 NOT TO DIVULGE CERTAIN INFORMATION**

During the term of this Agreement and forever thereafter and except for the provisions of paragraphs 17 and 18 below, the CONTRACTOR agrees not to divulge, furnish or make available, to any third party, without the express written permission of the CITY, any non-public information, where such information has not been properly subpoenaed, concerning the services rendered by the CONTRACTOR.

## **ARTICLE 6.00 - OBLIGATIONS OF THE CITY**

### **6.01 AVAILABILITY OF CITY INFORMATION**

At the CONTRACTOR'S request to the PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, to assist the CONTRACTOR in providing and performing the professional services required herein. Such

information may include, but not be limited to, customer billing information, consumption records, other related data. The CONTRACTOR shall be entitled to reasonably rely on the accuracy and completeness of such information.

**6.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES**

The CITY agrees that the PROJECT MANAGER shall be available within a reasonable period, with reasonable prior notice, given by the CONTRACTOR, to meet and/or consult with the CONTRACTOR on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that the PROJECT MANAGER shall respond, within a reasonable period, to written requests submitted by the CONTRACTOR.

**ARTICLE 7.00 - COMPENSATION AND METHOD OF PAYMENT**

**7.01 COMPENSATION AND METHOD OF PAYMENT**

For the construction services performed by the CONTRACTOR, pursuant to this agreement, the CITY hereby agrees to pay the CONTRACTOR per the pricing schedule shown in **Exhibit A** in an amount not to exceed **\$1,544,374.81**. The Contractor shall be allowed one approved draw per month during the term of the contract. Payments are net 30 per State guidelines. 5% Retainage shall be retained from each draw until the project is 100% complete, at which time the 5% Retainage shall be released upon properly executed final pay request and release of lien documentation being received and approved by the CITY.

**7.02 PAYMENT WHEN SERVICES ARE TERMINATED**

(1) In the event of termination of this Agreement by the CITY and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (1) all services performed prior to the effective date of termination; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement.

(2) In the event of termination of this Agreement, due to the fault of the CONTRACTOR or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (1) all services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement. Any such payments shall be subject to a set-off, for any damages incurred by the CITY, resulting from delays occasioned by the termination.

**7.03 PAYMENT WHEN SERVICES ARE SUSPENDED**

In the event the CITY suspends the professional services required to be performed, by the CONTRACTOR, pursuant to this Agreement, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of suspension and shall pay the costs thereto as set forth in Section 7.01 of this agreement.

**ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE**

**8.01 TIMELY ACCOMPLISHMENT OF SERVICES**

The timely and expeditious completion, by the CONTRACTOR, of all construction services provided under this Agreement, or any Amendments hereto is expected. The CONTRACTOR agrees to employ an adequate number of personnel throughout the period of this Agreement, and any extension hereof, so that all professional services to be provided, pursuant to this Agreement, or any Amendments hereto will be provided, performed and completed in a timely and expeditious manner.

Should the CONTRACTOR not be able to complete the services for a project in accordance with the Scope of Services and Schedule agreed to in **Exhibit A**, the CONTRACTOR shall provide the PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The

PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the PROJECT MANAGER, it shall then become the schedule for the project. Requests for changes to **Exhibit A** that are denied by the PROJECT MANAGER shall be further reviewed as proposed contract Amendments pursuant to Article 23.00.

#### **8.02 FAILURE TO PERFORM IN A TIMELY MANNER**

Should the CONTRACTOR fail to commence, provide, and/or perform any of the professional services required, pursuant to this Agreement, in a timely, continuous, diligent, professional and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement.

#### **ARTICLE 9.00 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further agrees that no person having any such conflict of interest shall be employed or engaged by the CONTRACTOR for performance hereunder.

If the CONTRACTOR, for itself and on behalf of its SUBCONTRACTORS, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONTRACTOR shall promptly bring such potential conflict of interest to the CITY'S attention in writing. The CITY will decide in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONTRACTOR and the CONTRACTOR shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONTRACTOR accepts such a representation without obtaining the CITY'S prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONTRACTOR agrees to promptly terminate such new representation. CONTRACTOR shall require each sub-CONTRACTOR to comply with the provisions of this Section. Should the CONTRACTOR fail to advise or notify the CITY, as provided herein above, of representation, which may, or does, result in a conflict of interest, or should the CONTRACTOR fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

#### **ARTICLE 10.00 - ASSIGNMENT/TRANSFER**

Any assignments or transfer of rights, benefits or obligations hereunder shall only be allowed if approved as an amendment pursuant to Article 23.00.

#### **ARTICLE 11.00 - APPLICABLE LAW/VENUE**

This Agreement shall be governed by the ordinances of the CITY of Green Cove Springs, the laws, rules, and regulations of the State of Florida, procedural and substantive, and applicable federal statutes, rules and regulations. The venue for any and all litigation, arising under this Agreement, shall lie in Clay County, Florida.

#### **ARTICLE 12.00 - WAIVER OF BREACH**

Waiver by the CITY, of a breach of any provision of this Agreement, by the CONTRACTOR, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

#### **12.01 JURY TRAIL WAIVER**

Each Party waives the right to trail by jury on any issues or suits arising hereunder.

## **ARTICLE 13.00 - INSURANCE COVERAGES**

### **13.01 GENERAL REQUIREMENTS**

The CONTRACTOR shall purchase and maintain such insurance meeting the requirements of the CITY of Green Cove Springs and as will protect it from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR or (2) by any other person; and

Claims for damages because of injury to or destruction to tangible property, including loss of use resulting there from.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Upon award, the bidder shall provide a certificate of insurance providing at least thirty (30) calendar days guaranteed written notice of cancellation and the CITY listed as an additionally insured with the following minimums:

Workmen's Comprehensive: meeting State Statutes  
 Product Liability: \$ 100,000 single/\$ 500,000 aggregate  
 General Liability: \$ 100,000 single/\$ 500,000 aggregate  
 Commercial General Liability: \$ 1,000,000 combined single limit  
 Automobile Liability: \$ 500,000 combined single limit  
     Owned  
     Hired  
     Non-owned  
 Current Form/Comprehensive Form

Premises Operations  
 Explosion and Collapse Hazard  
 Underground Hazard  
 Products/Completed Operations Hazard  
 Contractual Insurance  
 Broad Form Property Damage  
 Independent CONTRACTORS

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the CITY, the CONTRACTOR, and SUBCONTRACTORS as their may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENT to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provision, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarity to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

Insurance for WORK to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious, mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the CITY. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the CITY.

The CITY shall be specifically included as an additional insured. This does not pertain to workers compensation.

All certificates of insurance must be on file with, and approved by, the CITY before the commencement of any work activities.

#### **ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONTRACTOR**

The duties and obligations imposed on the CONTRACTOR, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

#### **ARTICLE 15.00 - REPRESENTATION OF THE CITY**

The CONTRACTOR, in performing the professional services required pursuant to this Agreement, or any Amendments hereto, shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement or any Amendments hereto.

The CITY will neither assume nor accept any obligation, commitment, responsibility or liability, which may result from a representation by the CONTRACTOR, which is not specifically provided for and or

authorized by this agreement or any Amendments hereto.

**ARTICLE 16.00 - MAINTENANCE OF RECORDS**

The CONTRACTOR shall maintain adequate records and supporting documentation, applicable to all services, work, information, expenses, costs, invoices and materials, provided and performed, pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of natural expiration or termination of this Agreement.

The CITY and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect and copy all such records and documentation, as often as the CITY deems necessary during the term of this Agreement, and during the five (5), year period thereafter, as required above, provided that such activity is conducted during normal business hours and at the expense of the CITY.

**ARTICLE 18.00 – PUBLIC RECORDS REQUIREMENTS**

Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

The CONTRACTOR, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject othe provisions of Chapter 119, Florida Statutes, made or received by the CONTRACTOR in conjunction with this Contract. Specifically, the CONTRACTOR must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being performed by the CONTRACTOR.
- (2) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the CITY for all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

The City's point of contact for all Public Records requests is Erin West, City Clerk, ewest@greencovesprings.com.

The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY a copy of the CONTRACTOR's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the CITY.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

**ARTICLE 19.00 - HEADINGS**

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit or change any of the provisions contained herein.

**ARTICLE 20.00 - RESERVED**

**ARTICLE 21.00 - NOTICE AND ADDRESS OF RECORD**

**21.01 NOTICE BY CONTRACTOR TO CITY**

All notice to the CITY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CITY, address of record:

The City of Green Cove Springs  
City Hall – Assistant City Manager  
321 Walnut Street  
Green Cove Springs, Florida 32043

**21.02 NOTICES BY CITY TO CONTRACTOR**

All notices to be given to the CONTRACTOR, pursuant to this agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CONTRACTOR'S address of record:

EltonAlan, Incorporated  
11420 Sweet Cherry Ln S  
Jacksonville, FL 32225

**21.03 CHANGE OF ADDRESS OF RECORD**

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Article 20.01, above.

**ARTICLE 22.00 - TERMINATION****22.01 GENERAL PROVISIONS**

This Agreement may be terminated by the CITY or the CONTRACTOR, with or without cause by giving thirty (30) days written notice to the other party as required in Article 20.00 above.

**22.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property or if it files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or other similar laws the CITY may, without prejudice to any other right or remedy, and after giving the CONTRACTOR written notice, terminate this Agreement.

**22.03 CONTRACTOR TO DELIVER MATERIAL**

Upon termination for any reason, the CONTRACTOR shall promptly deliver to the CITY all documents, papers, drawings, models, or any other materials, which the CITY has exclusive rights, by virtue of this Agreement or any other services performed by the CONTRACTOR on behalf of the CITY.

**ARTICLE 23.00 - AMENDMENTS**

The covenants, terms, and provisions contained herein may be amended, altered and/or modified upon express written consent of the parties hereto. In the event of conflicts between the covenants, terms, and/or provisions hereof, and any amendment(s) hereto, the latest executed Amendment(s) shall take precedent.

**ARTICLE 24.00 ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or other instruments addressing the professional services, to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the CITY'S internal control purposes only, and any and all terms, provisions, and conditions contained therein, shall in no way modify the covenants, terms and provisions of this Agreement, or any amendments hereto, and shall have no force or effect hereon.

**ARTICLE 25.00 - ACCEPTANCE**

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, **2022**.

**CITY OF GREEN COVE SPRINGS, FLORIDA**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Matt Johnson, Mayor

By: \_\_\_\_\_  
Steve Kennedy, City Manager

ATTEST: \_\_\_\_\_  
Erin West, CITY CLERK

Approved as to form only:

\_\_\_\_\_  
L.J. Arnold III, CITY ATTORNEY

**CONTRACTOR –**

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Witness as to CONTRACTOR



EXHIBIT "A"

Request For Proposal 2022-02 incorporated by reference herein to include bid response provided by EltonAlan Incorporated.

EXHIBIT "B"  
STANDARD ADDENDUM TO ALL CITY CONTRACTS

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 601.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the

following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment

through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve

training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure

nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies

nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA1273 format and FHWA program requirements.

##### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the

written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors

shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to

and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the

full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the DavisBacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

- 4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering

services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts,

Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective

participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier

participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT "D"

"General Decision Number: FL20220162 02/25/2022

Superseded General Decision Number: FL20210162

State: Florida

Construction Type: Highway

County: Clay County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

\* SUFL2013-023 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 12.74 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.25 **	0.00
ELECTRICIAN.....	\$ 21.87	0.00
FENCE ERECTOR.....	\$ 11.41 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.37 **	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.77	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist).....	\$ 10.94 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.61 **	0.00
LABORER: Common or General.....	\$ 10.39 **	0.00

LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.04 **	0.00
LABORER: Flagger.....	\$ 12.02 **	0.00
LABORER: Grade Checker.....	\$ 13.64 **	0.00
LABORER: Landscape & Irrigation.....	\$ 11.48 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81 **	0.00
LABORER: Pipelayer.....	\$ 14.46 **	1.17
OPERATOR: Auger.....	\$ 12.43 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.81 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.86 **	0.00
OPERATOR: Boom.....	\$ 16.50	0.00
OPERATOR: Boring Machine.....	\$ 17.18	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.60 **	0.00
OPERATOR: Bulldozer.....	\$ 15.76	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.57	0.00
OPERATOR: Concrete Saw.....	\$ 15.09	0.00
OPERATOR: Crane.....	\$ 20.62	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Distributor.....	\$ 15.01	0.00
OPERATOR: Drill.....	\$ 14.71 **	0.00
OPERATOR: Forklift.....	\$ 12.02 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00

OPERATOR: Grader/Blade.....	\$ 18.21	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 16.07	0.00
OPERATOR: Loader.....	\$ 16.23	0.00
OPERATOR: Mechanic.....	\$ 18.20	0.00
OPERATOR: Milling Machine.....	\$ 15.27	0.00
OPERATOR: Oiler.....	\$ 14.92 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.32	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 12.07 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 14.97 **	0.00
OPERATOR: Tractor.....	\$ 12.91 **	0.00
OPERATOR: Trencher.....	\$ 20.17	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.36	0.00
TRUCK DRIVER: Dump Truck.....	\$ 14.61 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.58 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vector Truck.....	\$ 13.70 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.23 **	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



**BID OPENING RECORD SHEET 2022-02**

FIRMS NAME	Bid Amount
ELTON ALLEN	\$ 1,544,374.81
MARQUEE DEVELOPMENT	\$ 1,892,127.00
CGC INC.	\$ 4,112,747.00

Recorded by: Greg Bane

Date: 6-20-2022

BID OPENING RECORD SHEET 2022-02

FIRMS NAME	Representative	E-mail/Phone #
City of GCS	Nita Null	904-591-9020
ELTONALAN	MIKE Houlcomb	904-891-0360
ELTONALAN	TONY LEWIS	"
city of G.C.S	Steve Thomas	904- <del>297-9500</del>
City of GCS	Greg BAUER	904-887-0369
Marquee Development	hori Craig	marquedevel@aol.com 813-758-4195 or
CBC, Inc.	Sonny Barton	904-783-4119 office@cgcivil.com

813-  
966-  
8099

Palmetto Ave. MLK Nature Preserve (US 17) & VF Hall Park  
 Clay County  
 Bid No. 2022-02  
 FPID: 435677-1-58-01  
 Bid Tab Review

ITEM NO.	FDOT PAY ITEM #	DESCRIPTION	EST QUANTITY	UNIT	CGC Inc.		EltonAlan Inc.		Marquee Development, Inc	
					UNIT PRICE	AMOUNT BID (EXT TOTAL)	UNIT PRICE	AMOUNT BID (EXT TOTAL)	UNIT PRICE	AMOUNT BID (EXT TOTAL)
	0101 1	MOBILIZATION	1	LS	\$742,805.50	\$742,805.50	\$115,376.00	\$115,376.00	\$245,000.00	\$245,000.00
	0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$980,765.00	\$980,765.00	\$98,177.00	\$98,177.00	\$75,000.00	\$75,000.00
	0104 10 3	SEDIMENT BARRIER	2,598	LF	\$3.50	\$9,093.00	\$1.26	\$3,273.48	\$2.00	\$5,196.00
	0104 18	INLET PROTECTION SYSTEM	47	EA	\$300.00	\$14,100.00	\$132.26	\$6,216.22	\$200.00	\$9,400.00
	0110 1 1	CLEARING & GRUBBING (AC = 2.91)	1	LS	\$253,722.00	\$253,722.00	\$124,701.00	\$124,701.00	\$175,000.00	\$175,000.00
	0110 4 10	REMOVAL OF EXISTING CONCRETE	6324	SY	\$30.00	\$189,720.00	\$12.82	\$81,073.68	\$25.00	\$158,100.00
	0110 7 1	MAILBOX, F&I SINGLE	11	EA	\$500.00	\$5,500.00	\$315.64	\$3,472.04	\$300.00	\$3,300.00
	0120 1	REGULAR EXCAVATION	1014.9	CY	\$75.00	\$76,117.50	\$23.08	\$23,423.89	\$40.00	\$40,596.00
	0120 6	EMBANKMENT	558.70	CY	\$100.00	\$55,870.00	\$40.75	\$22,767.03	\$40.00	\$22,348.00
	0285 704	OPTIONAL BASE, BASE GROUP 04	198	SY	\$70.00	\$13,860.00	\$66.13	\$13,093.74	\$12.00	\$2,376.00
	0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	32.60	TN	\$400.00	\$13,040.00	\$165.31	\$5,389.11	\$650.00	\$21,190.00
	0339 1	SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT	2.4	TN	\$1,000.00	\$2,400.00	\$165.42	\$397.01	\$750.00	\$1,800.00
	0425 1201	INLETS, CURB, TYPE 9, <10'	1	EA	\$10,000.00	\$10,000.00	\$5,923.00	\$5,923.00	\$8,000.00	\$8,000.00
	0425 1421	INLETS, CURB, TYPE J-2, <10'	1	EA	\$20,000.00	\$20,000.00	\$7,091.00	\$7,091.00	\$8,500.00	\$8,500.00
	0425 1521	INLETS, DT BOT, TYPE C,<10'	4	EA	\$10,000.00	\$40,000.00	\$5,377.50	\$21,510.00	\$7,000.00	\$28,000.00
	0425 1543	INLETS, DT BOT, TYPE D, J BOT, <10'	1	EA	\$15,000.00	\$15,000.00	\$6,554.00	\$6,554.00	\$8,500.00	\$8,500.00
	0425 1711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$10,500.00	\$21,000.00	\$6,290.50	\$12,581.00	\$8,500.00	\$17,000.00
	0425 2 41	MANHOLES, P-7, <10'	1	EA	\$11,000.00	\$11,000.00	\$6,618.00	\$6,618.00	\$9,000.00	\$9,000.00
	0425 2 63	MANHOLES, P-8, PARTIAL	1	EA	\$14,000.00	\$14,000.00	\$4,863.00	\$4,863.00	\$9,500.00	\$9,500.00
	0425 2 71	MANHOLES, J-7, <10'	1	EA	\$20,000.00	\$20,000.00	\$7,997.00	\$7,997.00	\$9,500.00	\$9,500.00
	0425 5	MANHOLE, ADJUST	4	EA	\$2,500.00	\$10,000.00	\$901.00	\$3,604.00	\$2,000.00	\$8,000.00
	0425 5 1	MANHOLE, ADJUST, UTILITIES	1	EA	\$3,500.00	\$3,500.00	\$902.00	\$902.00	\$2,500.00	\$2,500.00
	0425 6	VALVE BOXES, ADJUST	44	EA	\$500.00	\$22,000.00	\$363.84	\$16,008.96	\$350.00	\$15,400.00
	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	17	LF	\$200.00	\$3,400.00	\$120.24	\$2,044.08	\$100.00	\$1,700.00
	0430175215	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 15"S/CD	238	LF	\$220.00	\$52,360.00	\$132.46	\$31,525.48	\$95.00	\$22,610.00
	0430175218	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18"S/CD	173	LF	\$250.00	\$43,250.00	\$146.29	\$25,308.17	\$110.00	\$19,030.00

Palmetto Ave. MLK Nature Preserve (US 17) & VF Hall Park  
 Clay County  
 Bid No. 2022-02  
 FPID: 435677-1-58-01  
 Bid Tab Review

ITEM NO.	FDOT PAY ITEM #	DESCRIPTION	EST QUANTITY	UNIT	CGC Inc.		EltonAlan Inc.		Marquee Development, Inc	
					UNIT PRICE	AMOUNT BID (EXT TOTAL)	UNIT PRICE	AMOUNT BID (EXT TOTAL)	UNIT PRICE	AMOUNT BID (EXT TOTAL)
	0515 1 1	PIPE HANDRAIL - GUIDERAIL, STEEL	12	LF	\$500.00	\$6,000.00	\$164.75	\$1,977.00	\$75.00	\$900.00
	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	1643	LF	\$80.00	\$131,440.00	\$31.64	\$51,984.52	\$35.00	\$57,505.00
	0520 1 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	42	LF	\$100.00	\$4,200.00	\$41.07	\$1,724.94	\$35.00	\$1,470.00
	0520 2 2	CONCRETE CURB, TYPE B	1053	LF	\$80.00	\$84,240.00	\$38.44	\$40,477.32	\$30.00	\$31,590.00
	0520 2 4	CONCRETE CURB, TYPE D	332	LF	\$80.00	\$26,560.00	\$37.65	\$12,499.80	\$30.00	\$9,960.00
	0520 6	SHOULDER GUTTER- CONCRETE	71	LF	\$100.00	\$7,100.00	\$35.64	\$2,530.44	\$35.00	\$2,485.00
	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	9155	SY	\$70.00	\$640,850.00	\$45.56	\$417,101.80	\$48.00	\$439,440.00
	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	2402	SY	\$95.00	\$228,190.00	\$59.19	\$142,174.38	\$65.00	\$156,130.00
	0527 2	DETECTABLE WARNINGS	1322	SF	\$60.00	\$79,320.00	\$26.40	\$34,900.80	\$30.00	\$39,660.00
	0570 1 2	PERFORMANCE TURF, SOD	8,191	SY	\$9.00	\$73,719.00	\$9.48	\$77,650.68	\$6.00	\$49,146.00
	1080 21500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	36	EA	\$1,000.00	\$36,000.00	\$365.50	\$13,158.00	\$350.00	\$12,600.00
	1644 800	FIRE HYDRANT, (RELOCATE)	8	EA	\$8,000.00	\$64,000.00	\$1,983.75	\$15,870.00	\$7,000.00	\$56,000.00
	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	34	AS	\$700.00	\$23,800.00	\$919.15	\$31,251.10	\$650.00	\$22,100.00
	700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	13	AS	\$2,000.00	\$26,000.00	\$1,124.15	\$14,613.95	\$1,200.00	\$15,600.00
	700-1-50	SINGLE POST SIGN, RELOCATE	8	AS	\$200.00	\$1,600.00	\$287.63	\$2,301.04	\$175.00	\$1,400.00
	700-1-60	SINGLE POST SIGN, REMOVE	34	AS	\$100.00	\$3,400.00	\$77.94	\$2,649.96	\$125.00	\$4,250.00
	700-3-601	SINGLE POST SIGN, REMOVE	7	EA	\$100.00	\$700.00	\$72.14	\$504.98	\$100.00	\$700.00
	706-1-3	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	21	EA	\$15.00	\$315.00	\$9.93	\$208.53	\$175.00	\$3,675.00
	710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	91	LF	\$8.00	\$728.00	\$1.56	\$141.96	\$12.00	\$1,092.00
	710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	13	LF	\$16.00	\$208.00	\$4.51	\$58.63	\$10.00	\$130.00
	710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.005	GM	\$40,000.00	\$200.00	\$3,070.00	\$15.35	\$52,800.00	\$264.00
	711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK	1998	LF	\$4.00	\$7,992.00	\$4.51	\$9,010.98	\$12.00	\$23,976.00
	711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE	1928	LF	\$6.50	\$12,532.00	\$9.02	\$17,390.56	\$18.00	\$34,704.00
	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.005	GM	\$100,000.00	\$500.00	\$12,030.00	\$60.15	\$52,800.00	\$264.00
	711-17-1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	1065	SF	\$10.00	\$10,650.00	\$3.97	\$4,228.05	\$15.00	\$15,975.00
<b>TOTAL BID AMOUNT</b>						<b>\$4,112,747.00</b>		<b>\$1,544,374.80</b>		<b>\$1,907,562.00</b>

Palmetto Ave. MLK Nature Preserve (US 17) & VF Hall Park  
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 Bid Tab Review

Contractor																Responsive	
	Price Proposal	Bid Bond	Acknowledgement of Addenda	FDOT Cert of Qualifications	Bid Opp Form	LAP Certification of Current Capacity Form	Non-Collusion	Lobbying Cert	Disclosure of Lobbying	Debarment, Suspension Form	Public Entities Crimes	Drug Free Workplace	Standard Addendum Form	W-9	References		On the Suspension List
CGC, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
EltonAlan Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
Marquee Development, Inc	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y



**STATE BOARD OF ADMINISTRATION  
OF FLORIDA**

1801 HERMITAGE BOULEVARD, SUITE 100  
TALLAHASSEE, FLORIDA 32308  
(850) 488-4406

POST OFFICE BOX 13300  
32317-3300

RON DESANTIS  
GOVERNOR  
CHAIR

JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

ASHLEY MOODY  
ATTORNEY GENERAL

LAMAR TAYLOR  
INTERIM EXECUTIVE DIRECTOR &  
CHIEF INVESTMENT OFFICER

**Scrutinized Companies that Boycott Israel**  
Chapter 215.4725, Florida Statutes

In 2016, the SBA was directed to create a "scrutinized companies" list composed of companies that participate in a boycott of Israel, including actions that limit commercial relations with Israel or Israeli-controlled territories. The SBA is prohibited from acquiring direct holdings of the companies on this list. The law requires the SBA to use best efforts in identifying companies that boycott Israel, publish the list on a quarterly basis, send written notice to the companies, engage with the SBA's external managers concerning holdings of the companies on the list, and publish a list of the SBA's directly-held securities.

As required by statute, SBA will review publicly available information, including from NGOs, non-profits, government entities and research firms, and/or contact asset managers or other institutional investors. SBA staff will contract with external research providers to obtain preliminary lists of potential scrutinized companies and evaluate the evidence to make a final determination of scrutinized status.

This list is updated as part of the *Global Governance Mandates and Florida Statutes Quarterly Report*, upon review and approval by the Trustees of the State Board of Administration.

**Table 9: Scrutinized Companies that Boycott Israel**

*New companies on the list are shaded and in bold. (No companies added this quarter.)*

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021
Unilever Ghana Ltd	Ghana	July 29, 2021

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
<b># of Companies that Boycott Israel</b>	17	



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 30, 2022

Mike Null  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

**Subject:** **CONCURRENCE IN AWARD OF CONTRACT – Sent Via Email**  
**Project description:** Sidewalk on Palmetto Avenue, MLK Nature Preserve (US 17) & VF Hall Park  
**Financial Project ID:** 435677-1-58-01, 68-02  
**Federal ID:** D221-019-B  
**Contract No.:** G2390

Dear Mr. Null:

This letter serves as your notice of **Concurrence in the Award** of the subject contract to the lowest responsive bidder: **EltonAlan, Inc.** The draft construction contract has been reviewed by District staff and is approved for use. You are authorized to proceed with award of the contract.

Once you have executed the contract, please provide us with the following information:

- Copy of the executed contract with the bid bond, required forms signed by the contractor and FHWA 1273 included

This information shall be placed in GAP. All supplemental agreements and/or change orders, regardless of dollar amount/time, must be approved by the LAP Administrator prior to the effective date. Invoices should be sent quarterly to [d2.lgp\\_invoicing@dot.state.fl.us](mailto:d2.lgp_invoicing@dot.state.fl.us) and questions should be directed to Coordinator/Administrator at 386-961-7831.

Sincerely,

DocuSigned by:  
  
 21A9E7CD37604F3...  
 Lacey Boatright  
 Local Programs Coordinator

cc: Paul Webb, PE District Program Admin Engineer  
 Kimberly Evans, District LAP Administrator  
 Derek Gil, PE, Element Engineering  
 Lori Williams, PE, Consor Engineering  
 Skip Flint, District Two Project Manager

Brent Shaw, District Construction LAP Coordinator  
Brenda Crews, District Two DCCM  
Shellie Raulerson, Materials Contract Coordinator  
Sally Morgan, Materials Manager - Contracts



Bid No. 2022-02, Palmetto Ave, MLK Nature Preserve (US 17) & VF Hall Park

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
0101 1	MOBILIZATION	1	LS	\$115,376.00	\$ 115,376.00
0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$98,177.00	\$ 98,177.00
0104 10 3	SEDIMENT BARRIER	2598	LF	\$1.26	\$ 3,273.48
0104 18	INLET PROTECTION SYSTEM	47	EA	\$132.26	\$ 6,216.22
0110 1 1	CLEARING & GRUBBING (AC = 2.91)	1	LS	\$124,701.00	\$ 124,701.00
0110 4 10	REMOVAL OF EXISTING CONCRETE	6324	SY	\$12.82	\$ 81,073.68
0110 7 1	MAILBOX, F&I SINGLE	11	EA	\$315.64	\$ 3,472.04
0120 1	REGULAR EXCAVATION	1014.9	CY	\$23.08	\$ 23,423.89
0120 6	EMBANKMENT	558.7	CY	\$40.75	\$ 22,767.03
0285 704	OPTIONAL BASE, BASE GROUP 04	198	SY	\$66.13	\$ 13,093.74
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	32.6	TN	\$165.31	\$ 5,389.11
0339 1	SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT	2.4	TN	\$165.42	\$ 397.01
0425 1201	INLETS, CURB, TYPE 9, <10'	1	EA	\$5,923.00	\$ 5,923.00
0425 1421	INLETS, CURB, TYPE J-2, <10'	1	EA	\$7,091.00	\$ 7,091.00
0425 1521	INLETS, DT BOT, TYPE C, <10'	4	EA	\$5,377.50	\$ 21,510.00
0425 1543	INLETS, DT BOT, TYPE D, J BOT, <10'	1	EA	\$6,554.00	\$ 6,554.00
0425 1711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$6,290.50	\$ 12,581.00
0425 2 41	MANHOLES, P-7, <10'	1	EA	\$6,618.00	\$ 6,618.00
0425 2 63	MANHOLES, P-8, PARTIAL	1	EA	\$4,863.00	\$ 4,863.00
0425 2 71	MANHOLES, J-7, <10'	1	EA	\$7,997.00	\$ 7,997.00
0425 5	MANHOLE, ADJUST	4	EA	\$901.00	\$ 3,604.00
0425 5 1	MANHOLE, ADJUST, UTILITIES	1	EA	\$902.00	\$ 902.00

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT	Item #4.
0425 6	VALVE BOXES, ADJUST	44	EA	\$363.84	\$	16,008.96
430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	17	LF	\$120.24	\$	2,044.08
430175215	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 15"S/CD	238	LF	\$132.46	\$	31,525.48
430175218	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18"S/CD	173	LF	\$146.29	\$	25,308.17
0515 1 1	PIPE HANDRAIL - GUIDERAIL, STEEL	12	LF	\$164.75	\$	1,977.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	1643	LF	\$31.64	\$	51,984.52
0520 1 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	42	LF	\$41.07	\$	1,724.94
0520 2 2	CONCRETE CURB, TYPE B	1053	LF	\$38.44	\$	40,477.32
0520 2 4	CONCRETE CURB, TYPE D	332	LF	\$37.65	\$	12,499.80
0520 6	SHOULDER GUTTER- CONCRETE	71	LF	\$35.64	\$	2,530.44
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	9155	SY	\$45.56	\$	417,101.80
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	2402	SY	\$59.19	\$	142,174.38
0527 2	DETECTABLE WARNINGS	1322	SF	\$26.40	\$	34,900.80
0570 1 2	PERFORMANCE TURF, SOD	8191	SY	\$9.48	\$	77,650.68
1080 21500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	36	EA	\$365.50	\$	13,158.00
1644 800	FIRE HYDRANT, (RELOCATE)	8	EA	\$1,983.75	\$	15,870.00
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	34	AS	\$919.15	\$	31,251.10
700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	13	AS	\$1,124.15	\$	14,613.95
700 1 50	SINGLE POST SIGN, RELOCATE	8	AS	\$287.63	\$	2,301.04
700 1 60	SINGLE POST SIGN, REMOVE	34	AS	\$77.94	\$	2,649.96
700 3 601	SINGLE POST SIGN, REMOVE	7	EA	\$72.14	\$	504.98
706 1 1	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	21	EA	\$9.93	\$	208.53
710 1 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	91	LF	\$1.56	\$	141.96

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT TO	Item #4.
710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	13	LF	\$4.51	\$	58.63
710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID,	0.0050	GM	\$3,070.00	\$	15.35
711 11 123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK	1998	LF	\$4.51	\$	9,010.98
711 11 125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE	1928	LF	\$9.02	\$	17,390.56
711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.0050	GM	\$12,030.00	\$	60.15
711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	1065	SF	\$3.97	\$	4,228.05
				\$0.00	\$	-
				\$0.00	\$	-
				\$0.00	\$	-
TOTAL				\$		1,544,374.81

**NOTE:** This bid is a unit price bid based on estimated quantities. Final payment shall be based upon plan quantities for actual work constructed in the field.

List of Unit Abbreviations:

SY Square Yards	GL Gallons	SD Side Drain
LS Lump Sum	MG Thousand Gallons	ED Each Day
CY Cubic Yards	GM Gross Miles	CD Cross Drain
EA Each	LF Linear Feet	AC Acre
TN Tons	NM Net Miles	RC P Reinforced Concrete Pipe
HR Hour	AS Assembly	PI Per Intersection

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

**NON-BIDDER'S RESPONSE**

Should for any reason the vendor/contractor receiving this Bid Invitation package decline to make a proposal please assist us by completing the information requested below and returning it to:

City Hall  
Attn: Kim Thomas  
321 Walnut Street  
Green Cove Springs, FL 32043

Please be sure "NO BID" and Bid No 2022-02, clearly shown on the package of this Bid Invitation are clearly shown on the outside of the envelope.

We are not responding to this Bid Invitation for the following reason(s).

- 1. We do not provide the nature of products or services requested in this bid. \_\_\_\_\_
- 2. We are unable to meet the Specifications requested in the bid. \_\_\_\_\_
- 3. We are unable to comply with other terms of this Bid Invitation. \_\_\_\_\_  
 \*Please provide details: \_\_\_\_\_  
 \_\_\_\_\_
- 4. The bid was too restrictive. \_\_\_\_\_
- 5. The bid was not sufficiently clear. \_\_\_\_\_

Other comments: \_\_\_\_\_

---

Vendor/Contractor: EltonAlan Inc.  
 Address: 11420 Sweet Cherry Ln S  
 Phone: 904-891-0360

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we EltonAlan, Inc.  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of NH  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)

City of Green Cove Springs

as Obligee, hereinafter called the Obligee, in the sum of  
Five Percent of Amount Bid Dollars(\$ 5% of BID ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, the Principal has submitted a bid for  
(Here insert full name, address and description of project)  
Palmetto Ave, MLK Nature Preserve and VF Hall Park Sidewalk Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of May 2022

EltonAlan, Inc.

Rachel Lewis  
(Witness)

Michael Holcomb (Principal) (Seal)  
(Title)

Michael Holcomb, President

The Ohio Casualty Insurance Company

Lee R Stevens  
(Witness)

Nicholas J Stevens (Surety) (Seal)  
(Title)

Nicholas J Stevens, Attorney in Fact



This bond form complies with the requirements of American Institute of Architects form AIA document A310



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item #4.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207097-989719

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lee R. Stevens; Nicholas J. Stevens

all of the city of Denton state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of May, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**REQUIRED BID FORMS**

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

37  
 PROCU  
 Item #4.  
 01/16

Prime Contractor: EltonAlan, Incorporated

Address/Phone Number: 11420 Sweet Cherry Ln S Jacksonville, FL 32225 904-891-0360

Procurement Number: 2022-02

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

1. Federal Tax ID Number: 26-4377711  
 2. Firm Name: EltonAlan, Incorporated  
 3. Phone: 904-891-0360  
 4. Address: 11420 Sweet Cherry Ln S  
Jacksonville, FL 32225  
 \_\_\_\_\_  
 \_\_\_\_\_  
 5. Year Firm Established: 03-02-2009

6.  DBE  
 Non-DBE

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

1. Federal Tax ID Number: \_\_\_\_\_  
 2. Firm Name: \_\_\_\_\_  
 3. Phone: \_\_\_\_\_  
 4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

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

1. Federal Tax ID Number: \_\_\_\_\_  
 2. Firm Name: \_\_\_\_\_  
 3. Phone: \_\_\_\_\_  
 4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

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

1. Federal Tax ID Number: \_\_\_\_\_  
 2. Firm Name: \_\_\_\_\_  
 3. Phone: \_\_\_\_\_  
 4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

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

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: BID SHEET (Invitation to Bid – ITB)  
 PRICE PROPOSAL (Request for Proposal – RFP)  
 REPLY (Invitation to Negotiate – ITN)**

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

Item #4.

PROGRAM MANAGEMENT  
09/20  
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on June 9, 2022  
(Letting Date)

Fill in your FDOT Vendor Number

VF F 2 6 4 3 7 7 7 1 1 0 0 3

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ 269,660

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

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

I certify that the information above is correct.

Sworn to and subscribed this 9 day  
of June, 20 22

EltonAlan, Incorporated

NAME OF FIRM

By:   
CEO

Title



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR § 29**

57  
RIGHT OF WAY  
05/01  
Page 1 of 3

Item #4.

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: 435677-1-58-01  
MANAGING DISTRICT: District 2  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: Clay  
BID LETTING OF: 2022-02

I, Michael Holcomb, hereby declare that I am  
(NAME)  
CEO of EltonAlan, Incorporated  
(TITLE) (FIRM)  
of Jacksonville, FL  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)  
 BY: Michael Holcomb CEO WITNESS: RACHEL LEWIS  
NAME AND TITLE PRINTED  
 BY:  WITNESS: Rachel Lewis  
SIGNATURE

Executed on this 9 day of June, 2022

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

### Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

#### *Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS**  
**(Compliance with 49CFR, Section 20.100 (b))**

375-030-33  
PROCUREMENT  
10/01

Item #4.

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

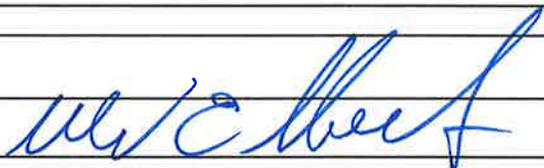
The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: EltonAlan, Incorporated  
By: Michael Holcomb Date: June 9, 2022  
Authorized Signature:   
Title: CEO

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

37  
 PROCUR  
 02/16  
 Item #4.

Is this form applicable to your firm?  
 YES  NO   
 If no, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: <u>22</u> Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature:  Print Name: <u>Michael Holcomb</u> Title: <u>CEO</u> Telephone No.: <u>904-891-0360</u> Date (mm/dd/yyyy): <u>June 9, 2022</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

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

Name of Contractor: EltonAlan, Incorporated

By: Michael Holcomb

Date: June 9, 2022

Title: CEO

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Green Cove Springs Public Works  
(print name of the public entity)  
by Michael Holcomb CEO  
(print individual's name and title)  
for EltonAlan, Incorporated  
(print name of entity submitting sworn statement)  
whose business address is 11420 Sweet Cherry Ln S  
Jacksonville, FL 32225  
and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4377711

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_.)

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

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

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

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Indicate which statement applies:

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

*[Handwritten Signature]*

Signature

Sworn to and subscribed before me this 9 day of June, 2022

Personally know:  Title: CEO

OR produced identification \_\_\_\_\_ Notary Public - State of Florida

DRIVERS LICENSE My commission expires 4/19/2024  
(Type of identification) RACHEL LEWIS



Printed typed or stamped commissioned name of notary public

**DRUG-FREE WORKPLACE COMPLIANCE FORM**

In order to have a drug-free workplace program, a business shall abide as follows:  
The undersigned vendor/contractor in accordance with Florida Statute 287.087 hereby certifies that EltonAlan, Incorporated (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under 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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that, \_\_\_\_\_

EltonAlan, Incorporated (name of business) fully complies/does not comply with the above requirements.

  
/Contractor Signature

June 9, 2022 Vendor  
Date

**STANDARD ADDENDUM  
TO ALL  
CITY CONTRACTS AND AGREEMENTS**

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term "City" means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

- 7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
- 8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
- 9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
- 10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
- 11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CITY OF GREEN COVE SPRINGS

CONTRACTOR

By: \_\_\_\_\_  
Mayor

By: **Michael Holcomb CEO**  
(Printed Name and Title)  


ATTEST:

By: \_\_\_\_\_  
Erin West, City Clerk

**W-9 FORM**

# Request for Taxpayer Identification Number and Certification

Give Form to Item #4.  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
EltonAlan, Incorporated

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

C Corporation     S Corporation     Partnership     Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
11420 Sweet Cherry Ln S

**6** City, state, and ZIP code  
Jacksonville, FL 32225

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
2	6		-	4	3	7	7	7	1	1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ Rachel Lewis    Date ▶ 5/5/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

REFERENCES

The following are client/customer references for whom EltonAlan, Incorporated (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representative's services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	E- Mail Address	Phone No.	Contact Person
JTA	<a href="mailto:sjermanus@jtafla.com">sjermanus@jtafla.com</a>	904.518.0371	Sally Jermanus
Putnam County	<a href="mailto:mike.rodriquez@putnam-fl.com">mike.rodriquez@putnam-fl.com</a>	386.329.0346	Michael Rodriguez
City of Jacksonville	<a href="mailto:kcox@coj.net">kcox@coj.net</a>	904.255.8931	Kelcey Cox
Atlantic Beach	<a href="mailto:swilliams@coab.us">swilliams@coab.us</a>	904.545.0745	Scott Williams
Lake County	<a href="mailto:jmbrown@lakecountyfl.gov">jmbrown@lakecountyfl.gov</a>	352.323.5733	Jill Brown

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify out status with the following.

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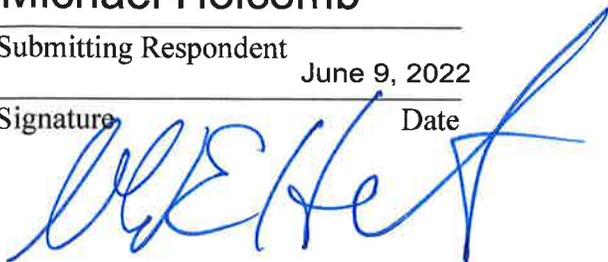
**Michael Holcomb**

Submitting Respondent

June 9, 2022

Signature

Date





**Bid Form/Schedule of Values**

Bid No. 2022-02, Palmetto Ave, MLK Nature Preserve (US 17) &amp; VF Hall Park

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
0101 1	MOBILIZATION	1	LS	245,000.00	245,000.00
0102 1	MAINTENANCE OF TRAFFIC	1	LS	75,000.00	75,000.00
0104 10 3	SEDIMENT BARRIER	2598	LF	2.00	5,196.00
0104 18	INLET PROTECTION SYSTEM	47	EA	200.00	9,400.00
0110 1 1	CLEARING & GRUBBING (AC = 2.91)	1	LS	175,000.00	175,000.00
0110 4 10	REMOVAL OF EXISTING CONCRETE	6324	SY	25.00	158,100.00
0110 7 1	MAILBOX, F&I SINGLE	11	EA	300.00	3,300.00
0120 1	REGULAR EXCAVATION	1014.9	CY	40.00	40,596.00
0120 6	EMBANKMENT	558.7	CY	40.00	22,348.00
0285 704	OPTIONAL BASE, BASE GROUP 04	198	SY	12.00	2,376.00
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	32.6	TN	650.00	21,190.00
0339 1	SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT	2.4	TN	750.00	1,800.00
0425 1201	INLETS, CURB, TYPE 9, <10'	1	EA	8,000.00	8,000.00
0425 1421	INLETS, CURB, TYPE J-2, <10'	1	EA	8,500.00	8,500.00
0425 1521	INLETS, DT BOT, TYPE C, <10'	4	EA	7,000.00	28,000.00
0425 1543	INLETS, DT BOT, TYPE D, J BOT, <10'	1	EA	8,500.00	8,500.00
0425 1711	INLETS, GUTTER, TYPE V, <10'	2	EA	8,500.00	17,000.00
0425 2 41	MANHOLES, P-7, <10'	1	EA	9,000.00	9,000.00
0425 2 63	MANHOLES, P-8, PARTIAL	1	EA	9,500.00	9,500.00
0425 2 71	MANHOLES, J-7, <10'	1	EA	9,500.00	9,500.00
0425 5	MANHOLE, ADJUST	4	EA	2,000.00	8,000.00
0425 5 1	MANHOLE, ADJUST, UTILITIES	1	EA	2,500.00	2,500.00

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
0425 6	VALVE BOXES, ADJUST	44	EA	350.00	15,400.00
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	17	LF	100.00	1,700.00
0430175215	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 15"S/CD	238	LF	95.00	22,610.00
0430175218	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18"S/CD	173	LF	110.00	19,030.00
0515 1 1	PIPE HANDRAIL - GUIDERAIL, STEEL	12	LF	75.00	900.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	1643	LF	35.00	57,505.00
0520 1 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	42	LF	35.00	1,470.00
0520 2 2	CONCRETE CURB, TYPE B	1053	LF	30.00	31,590.00
0520 2 4	CONCRETE CURB, TYPE D	332	LF	30.00	9,960.00
0520 6	SHOULDER GUTTER- CONCRETE	71	LF	35.00	2,450.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4' THICK	9155	SY	48.00	439,440.00
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	2402	SY	65.00	156,130.00
0527 2	DETECTABLE WARNINGS	1322	SF	30.00	39,660.00
0570 1 2	PERFORMANCE TURF, SOD	8191	SY	6.00	49,146.00
1080 21500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	36	EA	350.00	12,600.00
1644 800	FIRE HYDRANT, (RELOCATE)	8	EA	7,000.00	56,000.00
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	34	AS	650.00	22,100.00
700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	13	AS	1200.00	15,600.00
700 1 50	SINGLE POST SIGN, RELOCATE	8	AS	175.00	1,400.00
700 1 60	SINGLE POST SIGN, REMOVE	34	AS	125.00	4,250.00
700 3 601	SINGLE POST SIGN, REMOVE	7	EA	100.00	700.00
706 1 1	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	21	EA	175.00	3,675.00
710 1 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	91	LF	12.00	1,092.00

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	13	LF	10.00	130.00
710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.005	GM	52,800.00	264.00
711 11 123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK	1998	LF	12.00	23,976.00
711 11 125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE	1928	LF	18.00	34,704.00
711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.005	GM	52,800.00	264.00
711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	1065	SF	15.00	15,975.00
				TOTAL	\$1,892,127.00

**NOTE:** This bid is a unit price bid based on estimated quantities. Final payment shall be based upon plan quantities for actual work constructed in the field.

List of Unit Abbreviations:

- |                 |                     |                              |
|-----------------|---------------------|------------------------------|
| SY Square Yards | GL Gallons          | SD Side Drain                |
| LS Lump Sum     | MG Thousand Gallons | ED Each Day                  |
| CY Cubic Yards  | GM Gross Miles      | CD Cross Drain               |
| EA Each         | LF Linear Feet      | AC Acre                      |
| TN Tons         | NM Net Miles        | RCP Reinforced Concrete Pipe |
| HR Hour         | AS Assembly         | PI Per Intersection          |

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

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

375-040-62  
PROCUREMENT  
01/16

Prime Contractor: Marquee Development, Inc.  
Address/Phone Number: 4801 Traydale Rd., Tampa FL 33615 / (813) 752-4195  
Procurement Number: 2022-02

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

1. Federal Tax ID Number: 59-3282032  
2. Firm Name: Marquee Development, Inc  
3. Phone: (813) 752-4195  
4. Address: 4801 Traydale Rd., Tampa FL 33615  
5. Year Firm Established: 1996  
6.  DBE  Non-DBE  
7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: 59-2597922  
2. Firm Name: North Central Products  
3. Phone: (813) 821-2434, AP  
4. Address: 5514 Carmack Rd. Tampa, FL 33610  
5. Year Firm Established: \_\_\_\_\_  
6.  DBE  Non-DBE  
7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: 46-1807031  
2. Firm Name: Turf Unlimited, LLC  
3. Phone: (862) 357-5702  
4. Address: 1950 Federal Hwy Suite 170 Stuart, FL 34994  
5. Year Firm Established: \_\_\_\_\_  
6.  DBE  Non-DBE  
7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_  
6.  DBE  Non-DBE  
7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: BID SHEET (Invitation to Bid – ITB)  
PRICE PROPOSAL (Request for Proposal – RFP)  
REPLY (Invitation to Negotiate – ITN)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-66  
PROGRAM MANAGEMENT  
09/20  
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 6/20/2022  
(Letting Date)

Fill in your FDOT Vendor Number  
VF 593382032002  
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) \$ 63,200.00

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

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

I certify that the information above is correct.

Sworn to and subscribed this 14<sup>th</sup> day  
of June, 20 22

Marquee Development, Inc.  
NAME OF FIRM  
By: [Signature]  
President  
Title



State of Texas County of Hillsborough  
Subscribed and sworn before me on 6-14-22  
(Date)  
[Signature]  
(Notary Signature)



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR § 29**

575-080-13  
RIGHT OF WAY  
05/01  
Page 1 of 3

FIN/ ITEM/SEGMENT NO.: 2022-02  
F.A.P. NO.: 435677-1-52-01  
MANAGING DISTRICT: 2  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: Clay  
BID LETTING OF: June 20, 2022 @ 2:00pm

I, Garnett Craig (NAME), hereby declare that I am  
President (TITLE) of Marquee Development, Inc. (FIRM)  
of Tampa, Florida (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: \_\_\_\_\_ (Seal)  
 BY: Garnett Craig - President  
NAME AND TITLE PRINTED  
 BY: [Signature]  
SIGNATURE



WITNESS: [Signature]  
 WITNESS: [Signature]

Executed on this 14<sup>th</sup> day of June, 2022

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**REQUIRED CONTRACT PROVISIONS**

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

*Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Marquee Development, Inc.  
By: Garnett Craig Date: 6/14/2022 Authorized Signature [Signature]  
Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?  
 YES  NO   
 If no, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: <i>Marquee Development, Inc.</i> <i>4011 Royale Blvd., Tampa FL 33615</i>		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: <i>Garnett Craig</i> Print Name: <i>Garnett Craig</i> Title: <i>President</i> Telephone No. <i>(813) 758-4195</i> Date (mm/dd/yyyy): <i>06/14/2012</i>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

375-030-32  
 PROCUREMENT  
 11/15

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

Name of Consultant/Contractor: Marquee Development, Inc  
 By: Grant Law - / Garnett Craig  
 Date: 12/14/2022  
 Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Green Cove Springs  
(print name of the public entity)  
by Garnett Craig - President  
(print individual's name and title)  
for Marquee Development, Inc.  
(print name of entity submitting sworn statement)  
whose business address is 1401 Traydale Rd, Tampa  
Florida 33615  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3982092

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_.)

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

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

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

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Indicate which statement applies:

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

*[Handwritten Signature]*  
Signature

Sworn to and subscribed before me this 14<sup>th</sup> day of June, 20 22

Personally know: \_\_\_\_\_ Title: Notary

OR produced identification FLSC. Notary Public - State of Florida Hillsborough

Florida Driver license My commission expires 08/29/2022  
(Type of identification)

*[Handwritten Signature]*  
Printed typed or stamped commissioned name of notary public



### DRUG-FREE WORKPLACE COMPLIANCE FORM

In order to have a drug-free workplace program, a business shall abide as follows:

The undersigned vendor/contractor in accordance with Florida Statute 287.087 hereby certifies that Marquee Development, Inc. (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under 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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that, Marquee Development, Inc. (name of business), fully complies does not comply with the above requirements.

[Signature]  
/Contractor Signature

06/14/2022 Vendor  
Date

**STANDARD ADDENDUM  
TO ALL  
CITY CONTRACTS AND AGREEMENTS**

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term "City" means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

- 7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
- 8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
- 9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
- 10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
- 11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CITY OF GREEN COVE SPRINGS

CONTRACTOR

By: \_\_\_\_\_  
Mayor

By: *Garnett Craig / President*  
(Printed Name and Title)

ATTEST:

By: \_\_\_\_\_  
Erin West, City Clerk

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Marquee Development, Inc</i></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input checked="" type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <i>4801 Traylake Rd.</i></p> <p><b>6</b> City, state, and ZIP code <i>Tampa, FL 33615</i></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>												
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<b>or</b>												
<b>Employer identification number</b>												
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">59</td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>	59											
59												

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ► <i>[Signature]</i></p>	<p>Date ► <i>06/14/2022</i></p>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

REFERENCES

(see attached)

*Marquee Development, Inc.* (Bidder)

The following are client/customer references for whom *Marquee Development, Inc.* (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representative's services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	E- Mail Address	Phone No.	Contact Person
Charlotte County	Raymond.slade@Charlottecounty.gov	(941) 625-4323	Raymond Slade
Hillsborough County	rode.w@Hillsboroughcounty.org	(813) 509-1367	Wayne Rode
Collier County - CRA	Christie.betancourt@colliercountyfl.gov	(239) 255-7647	Christie Betancourt
Martin County - Immokalee	Kvreeban@Martin.fl.us	(772) 298-5430	Ken Vreeband
Marion County	Michael.butzer@marioncountyfl.org	(352) 671-9286	Michael Butzer

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify out status with the following.

---



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---

*Garnett Craig*

Submitting Respondent

*Garnett Craig* 6/14/2022

Signature

Date

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
**Marquee Development, Inc.**  
4801 Troydale Road,  
Tampa, FL 33615-4801

as Principal, hereinafter called the Principal, and  
**NGM Insurance Company**  
4601 Touchton Road East, Suite 3400  
Jacksonville, FL 32245-6000

a corporation duly organized under the laws of the State of **FL**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**City of Green Cove Springs**  
321 Walnut Street,  
Green Cove Springs, FL 32043

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for  
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for  
**Palmetto Avenue, MLK Nature Preserve (US 17) and VF Hall Park - Sidewalk Improvements**  
**Bid No. 2022-02**  
**Construction of Sidewalk with Associated Minor Drainage Construction**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a  
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be  
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of  
such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the  
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay  
to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such  
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered  
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed June 20, 2022



Marquee Development, Inc.

*[Handwritten Signature]*  
\_\_\_\_\_  
(Witness)

*[Handwritten Signature]*  
\_\_\_\_\_  
NGM Insurance Company

*[Handwritten Signature]*  
\_\_\_\_\_  
(Witness)

*[Handwritten Signature]*  
\_\_\_\_\_  
David B. Shick, Attorney-In-Fact and  
Licensed FL Resident Agent #A241176



SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds





NGM INSURANCE COMPANY  
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Brandy Baich, David B. Shick** \_\_\_\_\_

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office 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.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Lisa K. Penton*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this  
14th day of June, 2022.

*Nancy Giordano-Ramos*



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



Marion  
County  
FLORIDA

Marion County  
Board of County Commissioners

Office of the County Engineer

111 SE 2nd Ave.  
Ocala, FL 34471  
Phone: 352-671-8686  
Fax: 352-671-8688

July 9, 2013

RE: Letter of Recommendation - Marquee Development

To Whom It May Concern:

Marquee Development has performed business with Marion County on the Marion Oaks Trails Sidewalk – Phase II project in May of 2011 and successfully completed the construction project with the expected quality and professionalism. Disputes and conflicts were resolved in an amicable manner with a partnership approach. Marquee Development was very responsive to the County's requests and directives.

I recommend Marquee Development, without any reservation.

Please do not hesitate to contact me at (352) 671-8686 if you need additional information or if you wish to discuss this matter further.

Sincerely,

Michael O. Butzer  
Construction Manager

MOB/jlh

cc: File

*"Meeting Needs by Exceeding Expectations"*

[www.marioncountyfl.org](http://www.marioncountyfl.org)



P.O. Box 2943  
Riverview, FL 33569  
Phone: (813) 340-2066  
Fax: (813) 902-6318

Garnett Craig  
Owner  
Marquee Development  
10839 Venice Circle  
Tampa, FL 33635

To whom it may Concern:

It is with great pleasure that I recommend Marquee Development, Inc., whom I have worked alongside on numerous projects. Marquee Development has always displayed a high degree of integrity, responsibility, and workmanship.

Marquee Development, Inc. is an asset to the contracting community, and I am happy to give my wholehearted endorsement. Feel free to contact me via email at [creed@asseteng.com](mailto:creed@asseteng.com) or via phone at (813) 340-2066 with any questions or comments.

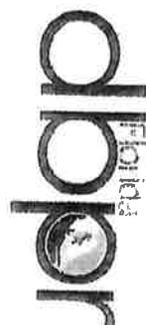
Sincerely,

A handwritten signature in cursive script that reads "Charles R. Reed, II".

Charles R. Reed, II  
President, Asset Engineering, Inc.

Ron DeSantis, Governor

Halsey Beshears, Secretary



**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**CRAIG, GARNETT SOLOMON**

MARQUEE DEVELOPMENT INC  
4801 TROYDALE ROAD  
TAMPA FL 33615

LICENSE NUMBER: CGC1518689

EXPIRATION DATE: AUGUST 31, 2022

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

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STATE OF FLORIDA DEPARTMENT  
OF BUSINESS AND PROFESSIONAL  
REGULATION

CGC1518689 ISSUED: 08/27/2020

CERTIFIED GENERAL CONTRACTOR  
CRAIG, GARNETT SOLOMON  
MARQUEE DEVELOPMENT INC

  
Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES  
EXPIRATION DATE: AUGUST 31, 2022

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



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LICENSEE DETAILS

2:01:36 PM 6/15/2022

Licensee Information

Name:	<b>CRAIG, GARNETT SOLOMON (Primary Name)</b> <b>MARQUEE DEVELOPMENT INC (DBA Name)</b>
Main Address:	<b>4801 TROYDALE ROAD</b> <b>TAMPA Florida 33615</b>
County:	<b>HILLSBOROUGH</b>

License Information

License Type:	<b>Certified General Contractor</b>
Rank:	<b>Cert General</b>
License Number:	<b>CGC1518689</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>05/20/2010</b>
Expires:	<b>08/31/2022</b>

<b>Special Qualifications</b>	<b>Qualification Effective</b>
-------------------------------	--------------------------------

<b>Construction Business</b>	<b>05/20/2010</b>
------------------------------	-------------------

Alternate Names

--

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &  
PROFESSIONAL REGULATION



Florida  
**dbpr**

Department of Business  
& Professional Regulation

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## LICENSEE DETAILS

1:41:20 PM 6/15/2022

### Licensee Information

Name:	<b>CRAIG, GARNETT SOLOMON (Primary Name)</b>
Main Address:	<b>4801 TROYDALE RD TAMPA Florida 336154801</b>
County:	<b>HILLSBOROUGH</b>

### License Information

License Type:	<b>Professional Engineer</b>
Rank:	<b>Prof Engineer</b>
License Number:	<b>85948</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>10/24/2018</b>
Expires:	<b>02/28/2023</b>

### Special Qualifications

### Qualification Effective

<b>Civil</b>	<b>10/24/2018</b>
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### Alternate Names

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*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

May 13, 2021

MARQUEE DEVELOPMENT, INC.  
4801 TROYDALE ROAD  
TAMPA, FLORIDA 33615

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:  
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)

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

**FDOT APPROVED WORK CLASSES:**  
DRAINAGE, SIDEWALK

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

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

Sincerely,

*Darlene Anderson, for*

Alan Autry, Manager  
Contracts Administration Office

AA:cg

Addendum #1

Bid # 2022-02

Palmetto Ave, MLK Nature Preserve (US 17) & VF Hall Park (Sidewalk Improvements).

This addendum is being issued to extend the bid due date from June 9, 2022 at 10:00 AM to June 20, 2022 at 2:00 PM.

The final day to ask questions will be Monday, June 13, 2022.

As a reminder, this addendum must be acknowledged in your bid submittal.

---

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A handwritten signature in black ink, appearing to read "Scott Long", is written over a horizontal line.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) Item #4.

06/15/2022

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).

<b>PRODUCER</b> Buhl Insurance Agency, Inc. 2935 W Hillsborough Ave.  Tampa FL 33614		<b>CONTACT NAME:</b> Burt Tramer <b>PHONE (A/C, No, Ext):</b> (813) 876-0057 <b>E-MAIL ADDRESS:</b> info@buhlinsure.com <b>FAX (A/C, No):</b> (813) 877-8540																						
<b>INSURED</b> MARQUEE DEVELOPMENT INC. 4801 Troydale Rd  Tampa FL 33615-4801		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>BURLINGTON INS CO</td> <td>23620</td> </tr> <tr> <td>INSURER B:</td> <td>MERCURY IND CO OF AMER</td> <td>11201</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	BURLINGTON INS CO	23620	INSURER B:	MERCURY IND CO OF AMER	11201	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			164B565984	12/12/2021	12/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA090000015165	04/13/2022	04/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

For sample purposes only. Please contact Buhl Insurance at (813) 876-0057 or email info@buhlinsure.com to request certificates. Thank you.

<b>CERTIFICATE HOLDER</b> Sample Certificate	<b>CANCELLATION</b> 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 <i>Burt Tramer</i>
---	--

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Addendum #1

Bid # 2022-02

Palmetto Ave, MLK Nature Preserve (US 17) & VF Hall Park (Sidewalk Improvements).

This addendum is being issued to extend the bid due date from June 9, 2022 at 10:00 AM to June 20, 2022 at 2:00 PM.

The final day to ask questions will be Monday, June 13, 2022.

As a reminder, this addendum must be acknowledged in your bid submittal.

---

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**Bid Form/Schedule of Values**

Bid No. 2022-02, Palmetto Ave, MLK Nature Preserve (US 17) &amp; VF Hall Park

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
0101 1	MOBILIZATION	1	LS	\$742,805.50	\$742,805.50
0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$980,765.00	\$980,765.00
0104 10 3	SEDIMENT BARRIER	2598	LF	\$3.50	\$9,093.00
0104 18	INLET PROTECTION SYSTEM	47	EA	\$300.00	\$14,100.00
0110 1 1	CLEARING & GRUBBING (AC = 2.91)	1	LS	\$253,722.00	\$253,722.00
0110 4 10	REMOVAL OF EXISTING CONCRETE	6324	SY	\$30.00	\$189,720.00
0110 7 1	MAILBOX, F&I SINGLE	11	EA	\$500.00	\$5,500.00
0120 1	REGULAR EXCAVATION	1014.9	CY	\$75.00	\$76,117.50
0120 6	EMBANKMENT	558.7	CY	\$100.00	\$55,870.00
0285 704	OPTIONAL BASE, BASE GROUP 04	198	SY	\$70.00	\$13,860.00
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	32.6	TN	\$400.00	\$13,040.00
0339 1	SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT	2.4	TN	\$1,000.00	\$2,400.00
0425 1201	INLETS, CURB, TYPE 9, <10'	1	EA	\$10,000.00	\$10,000.00
0425 1421	INLETS, CURB, TYPE J-2, <10'	1	EA	\$20,000.00	\$20,000.00
0425 1521	INLETS, DT BOT, TYPE C, <10'	4	EA	\$10,000.00	\$40,000.00
0425 1543	INLETS, DT BOT, TYPE D, J BOT, <10'	1	EA	\$15,000.00	\$15,000.00
0425 1711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$10,500.00	\$21,000.00
0425 2 41	MANHOLES, P-7, <10'	1	EA	\$11,000.00	\$11,000.00
0425 2 63	MANHOLES, P-8, PARTIAL	1	EA	\$14,000.00	\$14,000.00
0425 2 71	MANHOLES, J-7, <10'	1	EA	\$20,000.00	\$20,000.00
0425 5	MANHOLE, ADJUST	4	EA	\$2,500.00	\$10,000.00
0425 5 1	MANHOLE, ADJUST, UTILITIES	1	EA	\$3,500.00	\$3,500.00

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
0425 6	VALVE BOXES, ADJUST	44	EA	\$500.00	\$22,000.00
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	17	LF	\$200.00	\$3,400.00
0430175215	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 15"S/CD	238	LF	\$220.00	\$52,360.00
0430175218	PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18"S/CD	173	LF	\$250.00	\$43,250.00
0515 1 1	PIPE HANDRAIL - GUIDERAIL, STEEL	12	LF	\$500.00	\$6,000.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	1643	LF	\$80.00	\$131,440.00
0520 1 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	42	LF	\$100.00	\$4,200.00
0520 2 2	CONCRETE CURB, TYPE B	1053	LF	\$80.00	\$84,240.00
0520 2 4	CONCRETE CURB, TYPE D	332	LF	\$80.00	\$26,560.00
0520 6	SHOULDER GUTTER- CONCRETE	71	LF	\$100.00	\$7,100.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	9155	SY	\$70.00	\$640,850.00
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	2402	SY	\$95.00	\$228,190.00
0527 2	DETECTABLE WARNINGS	1322	SF	\$60.00	\$79,320.00
0570 1 2	PERFORMANCE TURF, SOD	8191	SY	\$9.00	\$73,719.00
1080 21500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	36	EA	\$1,000.00	\$36,000.00
1644 800	FIRE HYDRANT, (RELOCATE)	8	EA	\$8,000.00	\$64,000.00
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	34	AS	\$700.00	\$23,800.00
700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	13	AS	\$2,000.00	\$26,000.00
700 1 50	SINGLE POST SIGN, RELOCATE	8	AS	\$200.00	\$1,600.00
700 1 60	SINGLE POST SIGN, REMOVE	34	AS	\$100.00	\$3,400.00
700 3 601	SINGLE POST SIGN, REMOVE	7	EA	\$100.00	\$700.00
706 1 1	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	21	EA	\$15.00	\$315.00
710 1 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	91	LF	\$8.00	\$728.00

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	13	LF	\$16.00	\$208.00
710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.005	GM	\$40,000.00	\$200.00
711 11 123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK	1998	LF	\$4.00	\$7,992.00
711 11 125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE	1928	LF	\$6.50	\$12,532.00
711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.005	GM	\$100,000.00	\$500.00
711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	1065	SF	\$10.00	\$10,650.00
<b>TOTAL</b>					<b>\$4,112,747.00</b>

**NOTE:** This bid is a unit price bid based on estimated quantities. Final payment shall be based upon plan quantities for actual work constructed in the field.

List of Unit Abbreviations:

- |                 |                     |                              |
|-----------------|---------------------|------------------------------|
| SY Square Yards | GL Gallons          | SD Side Drain                |
| LS Lump Sum     | MG Thousand Gallons | ED Each Day                  |
| CY Cubic Yards  | GM Gross Miles      | CD Cross Drain               |
| EA Each         | LF Linear Feet      | AC Acre                      |
| TN Tons         | NM Net Miles        | RCP Reinforced Concrete Pipe |
| HR Hour         | AS Assembly         | PI Per Intersection          |

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

## REQUIRED BID FORMS

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

375-040-52  
 PROCUREMENT  
 01/15

Prime Contractor: CGC, Inc.  
 Address/Phone Number: 7036 W. 12th Street, Jacksonville, FL 32220 (904) 783-4119  
 Procurement Number: 435677-1-58-01

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

1. Federal Tax ID Number: 37-1785657  
 2. Firm Name: CGC, Inc.  
 3. Phone: (904) 783-4119  
 4. Address: 7036 W. 12th Street  
Jacksonville, FL 32220  
 5. Year Firm Established: 2015

6.  DBE  
 Non-DBE

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

1. Federal Tax ID Number: 20-2325377  
 2. Firm Name: Kudzue 3 Trucking, Inc  
 3. Phone: (904) 388-7838  
 4. Address: P.O. Box 1799  
Yulee, FL 32041  
 5. Year Firm Established: 2005

6.  DBE  
 Non-DBE

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

1. Federal Tax ID Number: 59-3062834  
 2. Firm Name: Safety Contractors, Inc.  
 3. Phone: (904) 355-6331  
 4. Address: 5307 Wacissa Ave  
Jacksonville, FL 32254  
 5. Year Firm Established: 1991

6.  DBE  
 Non-DBE

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

1. Federal Tax ID Number: 85-3952338  
 2. Firm Name: Landmark Paving, LLC (dba D.H. Striping, Co.)  
 3. Phone: (407) 359-1172  
 4. Address: 750 Clark St.  
Oviedo, FL 32765  
 5. Year Firm Established: 2020

6.  DBE  
 Non-DBE

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

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 6/20/2022  
(Letting Date)

Fill in your FDOT Vendor Number  
VF F 3 7 1 7 8 5 6 5 7 0 0 1  
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ 593,900.00

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

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

I certify that the information above is correct.

Sworn to and subscribed this 20th day  
of June, 20 22

CGC, Inc.  
NAME OF FIRM  
By:   
Richard C. Gaskin, Jr., President  
Title



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR § 29**

575-060-13  
RIGHT OF WAY  
05/01  
Page 1 of 3

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
MANAGING DISTRICT: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: Clay County  
BID LETTING OF: City of Green Cove Springs

I, Richard C. Gaskin, Jr., hereby declare that I am  
(NAME)  
President of CGC, Inc.  
(TITLE) (FIRM)  
of 7036 W. 12th Street, Jacksonville, FL 32220  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: CGC, Inc. (Seal)

BY: Richard C. Gaskin, Jr., President  
NAME AND TITLE PRINTED

WITNESS: Tammy Burkard  
Tammy Burkard

BY: [Signature]  
SIGNATURE

WITNESS: Jonathan B. Barton  
Jonathan B. Barton

Executed on this 20th day of June, 2022

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**REQUIRED CONTRACT PROVISIONS**

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

*Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: CGC, Inc.

By:  Date: June 20, 2022 Authorized Signature  
Richard C. Gaskin, Jr.  
Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?

YES  NO

If no, then please complete section 4 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>CGC, Inc.</u> <u>7036 W. 12th Street</u> <u>Jacksonville, FL 32220</u>  Congressional District, if known: 4c _____		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature:  Print Name: <u>CGC, Inc. / Richard C. Gaskin, Jr.</u> Title: <u>President</u> Telephone No.: <u>904-783-4119</u> Date (mm/dd/yyyy): <u>06/20/2022</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

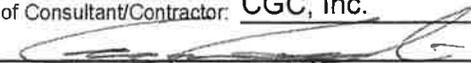
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

375-090-32  
 PROCUREMENT  
 11/15

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

Name of Consultant/Contractor: CGC, Inc.  
 By: , Richard C. Gaskin, Jr.  
 Date: June 20, 2022  
 Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to The City of Green Cove Springs  
(print name of the public entity)
- by Richard C. Gaskin, Jr., President  
(print individual's name and title)
- for CGC, Inc.  
(print name of entity submitting sworn statement)
- whose business address is 7036 W. 12th Street, Jacksonville, FL 32220

and (if applicable) its Federal Employer Identification Number (FEIN) is 37-1785657  
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N.A.)

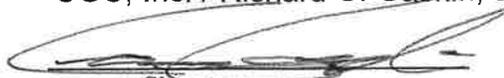
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:
- A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.
- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Indicate which statement applies:

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

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

CGC, Inc. / Richard C. Gaskin, Jr., President

  
Signature

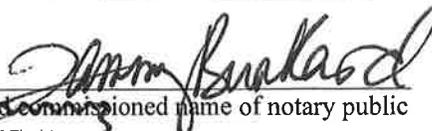
Sworn to and subscribed before me this 20th day of June, 2022

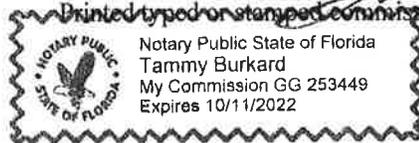
Personally know: X Title: Richard C. Gaskin, Jr., President

OR produced identification N.A. Notary Public - State of Florida

N.A. My commission expires 10/11/2022

(Type of identification)

Tammy Burkard   
Printed typed or stamped commission name of notary public  
Notary Public State of Florida  
Tammy Burkard  
My Commission GG 253449  
Expires 10/11/2022



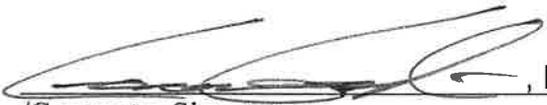
**DRUG-FREE WORKPLACE COMPLIANCE FORM**

In order to have a drug-free workplace program, a business shall abide as follows:  
The undersigned vendor/contractor in accordance with Florida Statue 287.087 hereby certifies that CGC, Inc. (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under 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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that, CGC, Inc.

(name of business) fully complies does not comply with the above requirements.

  
/Contractor Signature

, Richard C. Gaskin, Jr., President 6/20/2022 Vendor  
Date

**STANDARD ADDENDUM  
TO ALL  
CITY CONTRACTS AND AGREEMENTS**

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term "City" means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

- 7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
- 8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
- 9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
- 10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
- 11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CITY OF GREEN COVE SPRINGS

CONTRACTOR  
CGC, Inc.

By: \_\_\_\_\_  
Mayor

By:   
(Printed Name and Title)  
Richard C. Gaskin, Jr., President

ATTEST:

By: \_\_\_\_\_  
Erin West, City Clerk

**W-9 FORM**

# Request for Taxpayer Identification Number and Certification

Give Form Item #4.  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CGC, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**7036 W. 12th Street**

**6** City, state, and ZIP code  
**Jacksonville, FL 32220**

**7** List account number(s) here (optional)

Requester's name and address (optional)  
**City of Green Cove Springs**  
**321 Walnut Street**  
**Green Cove Springs, FL 32043**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-					
--	--	--	--	---	--	--	--	--	--

**or**

**Employer identification number**

3	7	-	1	7	8	5	6	5	7
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person  **Richard C. Gaskin, Jr.** President Date ▶ **6/20/2022**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

REFERENCES

The following are client/customer references for whom CGC, Inc. (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representative's services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	E- Mail Address	Phone No.	Contact Person
The City of Jacksonville / Fernandina Beach Municipal Airport via; Passero Associates, LLC /	fsumter@coj.net / bwente@passero.com /	(904) 255-8760 / (904) 224-7089 /	Frederick Sumter, Project Manager Brad Wentte, P.E.
Nassau County /	rcompanion@nassaucountyfl.com /	(904) 530-4060 /	Robert Companion, P.M.

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify out status with the following.

Florida School for the Deaf and the Blind, 207 N. San Marco Avenue, St. Augustine, FL 32084  
Addison Burns, III Project Manager / burnsh@fsdbk12.org / (904) 827-2371

Passero Associates, LLC, 4730 Casa Cola Way, Suite 200, St. Augustine FL 32095-6116  
Brad Wentte, P.E. / bwente@passero.com / (904) 224-7089

Ayres Associates, 8875 Hidden River Parkway, Suite 200, Tampa, FL 33637-1035  
Chris Silewski, PLA, / SilewskiC@AyresAssociates.com / (813) 978-8688

CGC, Inc.  
Richard C. Gaskin, Jr.  
Submitting Respondent

 6/20/22  
Signature Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1 Item #4.

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).

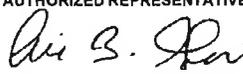
<b>PRODUCER</b> GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	<b>CONTACT NAME:</b> Missy Amos <b>PHONE (A/C, No, Ext):</b> 904-421-8600 <b>E-MAIL ADDRESS:</b> mamos@ghgins.com	<b>FAX (A/C, No):</b> 904-421-8601
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CGC Inc. 7036 West 12th Street Jacksonville FL 32220	<b>INSURER A:</b> Westfield Insurance Company	<b>NAIC #</b> 24112
	<b>INSURER B:</b> Westchester Surplus Lines Insurance Company	10172
	<b>INSURER C:</b> ICW Group	27847
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1731277238      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CWP5147175	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP5147175	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CWP5147175	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WFL505900801	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A B	Leased/Rented Equipment Installation Floater Pollution Liability			CWP5147175 CWP5147175 G71754157003	12/31/2021 12/31/2021 10/28/2021	12/31/2022 12/31/2022 10/28/2022	\$750,000 \$200,000 \$1,000,000/\$2,000,000 \$2,500 Ded, ACV \$500 Ded \$5,000 Ded

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

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>CANCELLATION</b>  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 



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



Item #4.

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

**GASKIN, RICHARD CANNON JR**

CGC INC  
7036 W 12TH ST  
JACKSONVILLE FL 32220

LICENSE NUMBER: CGC1524573

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



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

**GASKIN, RICHARD CANNON JR**

CGC INC  
7036 W. 12TH STREET  
JACKSONVILLE FL 32220

LICENSE NUMBER: CUC1225351

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



**2021-2022 LOCAL BUSINESS TAX RECEIPT**

**JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Item #4.

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 1, 2021 through September 30, 2022.

CGC, INC  
RICHARD C GASKIN JR  
7036 W 12TH ST  
JACKSONVILLE, FL 32220

**ACCOUNT NUMBER:** 273299  
**BUSINESS NAME:** CGC, INC  
**PHYSICAL ADDRESS:** 7036 W 12TH ST  
JACKSONVILLE, FL 32220

**CLASSIFICATION CODE:** 307001 - CONTRACTOR- ALL TYPES

**STATE LICENSE NO:** CGC1524573

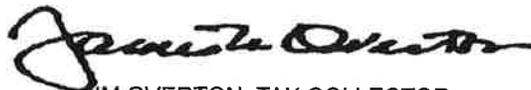
**COUNTY TAX:** 11.25  
**MUNICIPAL TAX:** 36.25  
**TOTAL TAX:** 47.50

**VALID UNTIL September 30, 2022**

**\*\*\*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-5768291.0001-0001 Y02 07/23/2021 47.50

**2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**  
**Jan 05, 2022**  
**Secretary of State**  
**9757752244CC**

Item #4.

DOCUMENT# P15000050530

**Entity Name:** CGC, INC.

**Current Principal Place of Business:**

7036 W 12TH ST  
JACKSONVILLE, FL 32220

**Current Mailing Address:**

7036 W 12TH ST  
JACKSONVILLE, FL 32220 US

**FEI Number:** 37-1785657

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

GASKIN, RICHARD CANNON JR  
4260 MCGIRTS BLVD.  
JACKSONVILLE, FL 32210 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title	PTSD	Title	VPAS
Name	GASKIN, RICHARD CANNON JR	Name	GASKIN, RICHARD C.
Address	4260 MCGIRTS BLVD.	Address	4965 LONG BOW ROAD
City-State-Zip:	JACKSONVILLE FL 32210	City-State-Zip:	JACKSONVILLE FL 32210

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** RICHARD CANNON GASKIN, JR.

**PRESIDENT**

**01/05/2022**

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date



Welcome  
Tammy Burkard

### Company Information

Company Name  
CGC, Inc.

Company ID Number 1171537

Doing Business As (DBA) Name --

DUNS Number  
090136554

### Physical Location

Address 1  
7036 W. 12th Street

Address 2  
--

City  
Jacksonville

State  
FL

Zip Code  
32220

County  
DUVAL

### Additional Information

Employer Identification Number  
371785657

Total Number of Employees  
10 to 19

Parent Organization  
--

Administrator  
--

### Organization Designation

Employer Category  
Federal Contractor without FAR E-Verify Clause

NAICS Code  
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 13, 2022

CGC, INC.  
7036 W 12TH STREET  
JACKSONVILLE, FLORIDA 32220

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Grout Filled Mat, Miscellaneous Concrete Paving, Underground Utilities, Retaining Wall, Rip Rap.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

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

Sincerely,

*James E. Taylor II*

for Alan Autry, Manager  
Contracts Administration Office

AA:cg

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **CGC, INC.**,  
(Here insert full name and address or legal title of Contractor)  
7036 W. 12th Street, Jacksonville, Florida 32220.

as Principal, hereinafter called the Principal, and **WESTERN SURETY COMPANY**,  
(Here insert full name and address or legal title of Surety)  
151 N. Franklin Street, Chicago, Illinois 60606

a corporation duly organized under the laws of the State of **South Dakota**  
as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF GREEN COVE SPRINGS**.  
(Here insert full name and address or legal title of Owner)

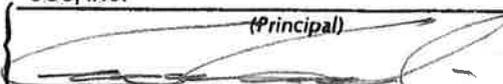
321 Walnut Street, Green Cove Springs, Florida 32043  
as Obligee, hereinafter called the Obligee, in the sum of **Five percent of the largest amount for which award**  
**can be made under the accompanying bid** Dollars (\$ **5%** ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for  
(Here insert full name, address and description of project)  
**PALMETTO AVE, MLK NATURE PRESERVE (US 17) & VF HALL PARK (SIDEWALK IMPROVEMENTS)**

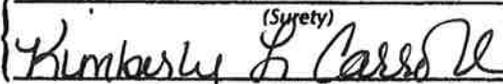
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **20th** day of **June** 20**22**

  
Tammy Burkard (Witness)

**CGC, INC.**  
(Principal)  (Seal)  
RICHARD C. GASKIN, JR. (Title) President

  
Nancy Demetres (Witness)

**WESTERN SURETY COMPANY**  
(Surety)  (Seal)  
Kimberly L. Carroll (Title) Attorney-in-Fact & Florida Resident Agent

# Western Surety Company

Item #4.

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Kimberly L. Carroll, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of February, 2022.



WESTERN SURETY COMPANY

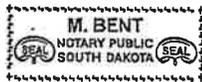
Paul T. Brufat  
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of February, 2022, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of June, 2022.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## FMPA Monthly Report

**July 2022**

### **Rate Call**

The average price of natural gas for the month was \$7.76. Daily natural gas prices have fluctuated in the \$6.15 - 9.50 range over the last month. A fire in an LNG terminal in early June has caused the price to fall to the lower end of the range. The terminal is projected to be back on line by the end of the year.

Natural gas accounted for 81% of the generation mix. Coal was 11% and nuclear was 5%. Solar generation was 1%. You can track the performance of the solar projects at [FMPA.com/solar](http://FMPA.com/solar).

The peak for the month was 24 May at 5PM.

### **Board of directors**

The Board of Directors approved the FY23 budgets for Stanton I & II, Tri-Cities, St Lucie, Pooled Loan and the Agency.

Information items included an update on Solar projects, Member Services charter, a natural gas market update, quarterly compliance update and an extension of the St. Lucie nuclear reliability exchange agreement.

### **Executive Committee**

The Executive Committee approved the Fuel Portfolio Risk policy, the ARP FY23 budget, amended the ARP FY22 budget, a summer prepaid natural gas agreement and the results of the forward natural gas purchase (the average price over the twenty four months is \$5.92).

Information items included reports on the Stock Island fuel leak, report by the consultant on the feasibility of the North Star acquisition, environmental report update, Cane Island III/GE resolution, potential Reedy Creek power sale, Solar project update, regulator compliance update and ARP summer power cost.

### **Other Energy Resources**

Energy Information Administration ([eia.gov](http://eia.gov))



## FMIPA BOARD OF DIRECTORS AGENDA PACKAGE

---

**June 23, 2022**  
**9:00 a.m. [NOTE TIME]**  
**Dial-in Info: 1-321-299-0575**  
**Conference ID Number: 134 078 094#**

### **Board of Directors**

Barbara Quiñones, Homestead –Chair  
 Lynne Tejeda, Key West – Vice Chair  
 Larry Mattern, Kissimmee – Secretary  
 Allen Putnam, Jacksonville Beach – Treasurer  
 Rodolfo Valladares, Alachua  
 Bradley Hiers, Bartow  
 Vacant, Blountstown  
 Steve Macholz, Bushnell  
 Robert Presnell, Chattahoochee  
 Lynne Mila, Clewiston  
 Jan Bagnall, Fort Meade  
 Javier Cisneros, Fort Pierce  
 Dino DeLeo, Gainesville  
 Robert Page, Green Cove Springs  
 Howard McKinnon, Havana  
 Ed Liberty, Lake Worth Beach

Joey Curry, Lakeland  
 Brad Chase, Leesburg  
 Vacant, Moore Haven  
 Steve Langley, Mount Dora  
 Mike New, Newberry  
 Joe Bunch, New Smyrna Beach  
 Doug Peebles, Ocala  
 Claston Sunanon, Orlando  
 Vacant, Quincy  
 Keith Trace, St. Cloud  
 Drew Mullins, Starke  
 Tony Guillen, Tallahassee  
 James Braddock, Wauchula  
 Vacant, Williston  
 Dan D’Alessandro, Winter Park

**Meeting Location**  
**Florida Municipal Power Agency**  
**8553 Commodity Circle**  
**Orlando, FL 32819**  
**(407) 355-7767**



# MEMORANDUM

**TO:** FMPA Board of Directors

**FROM:** Jacob A. Williams, General Manager and CEO

**DATE:** June 14, 2022

**RE:** **FMPA Board of Directors Meeting – 9:00 a.m., June 23, 2022**

**PLACE:** Florida Municipal Power Agency  
8553 Commodity Circle, Orlando, FL 32819

**DIAL-IN:** **DIAL-IN INFO 321-299-0575**  
**MEETING NO. 134 078 094#**  
**Link:** [Click here to join the meeting](#)  
(If you have trouble connecting via phone or internet, call 407-355-7767)

## AGENDA

**Chair Barbara Quiñones, Presiding**

- 1. **Call to Order, Roll Call, Declaration of Quorum** ..... 4
- 2. **Recognition of Guests**..... 5
- 3. **Public Comments (Individual public comments limited to 3 minutes)**..... 6
- 4. **Set Agenda (by vote)** ..... 7
- 5. **Report from the General Manager (Jacob Williams)**..... 9
- 6. **Sunshine Law Update (Dan O’Hagan)**..... 16
- 7. **Consent Agenda**
  - a. **Approval of the Minutes for the Meeting Held May 19, 2022** ..... 18
  - b. **Approval of the Projects’ Preliminary Financials as of April 30, 2022** ..... 24
  - c. **Approval of the Treasury Reports as of April 30, 2022** ..... 26

**8. Action Items**

- a. Approval of Resolution 2022-B5 – Approval of the FY 2023 Small Projects Budgets and Agency Allocation (Jason Wolfe/Denise Fuentes)..... 30

**9. Information Items**

- a. Florida Municipal Solar Project Update \* (Susan Schumann) ..... 107
- b. 2022 Member Relations Survey Results (Rachel Ilardi) ..... 115
- c. Member Services Advisory Committee Charter (Sharon Adams)..... 125
- d. Natural Gas Markets Update (TEA The Energy Authority) ..... 134
- e. Quarterly Compliance Update \* (LaKenya VanNorman) ..... 155
- f. Extension of St. Lucie Nuclear Reliability Exchange Agreement (Chris Gowder)..... 162
- g. Return of \$13 Million Deposit for Solar Projects Network Upgrade \* (Chris Gowder)..... 170

10. Member Comments..... 176

11. Adjournment..... 177

**\*Also on the Executive Committee agenda.**

JW/su

NOTE: One or more participants in the above referenced public meeting may participate by telephone. At the above location there will be a speaker telephone so that any interested person can attend this public meeting and be fully informed of the discussions taking place either in person or by telephone communication. If anyone chooses to appeal any decision that may be made at this public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the oral statements and evidence upon which such appeal is based. This public meeting may be continued to a date and time certain, which will be announced at the meeting. Any person requiring a special accommodation to participate in this public meeting because of a disability, should contact FMPA at (407) 355-7767 or (888) 774-7606, at least two (2) business days in advance to make appropriate arrangements.

**AGENDA ITEM 1 - CALL TO ORDER,  
ROLL CALL, DECLARATION OF  
QUORUM**

**Board of Directors Meeting  
June 23, 2022**

**AGENDA ITEM 2 – RECOGNITION OF  
GUESTS**

**Board of Directors Meeting  
June 23, 2022**

**AGENDA ITEM 3 – PUBLIC  
COMMENTS (Individual Public  
Comments Limited to 3 Minutes)**

**Board of Directors Meeting  
June 23, 2022**

**AGENDA ITEM 4 – SET AGENDA (By  
Vote)**

**Board of Directors Meeting  
June 23, 2022**

**AGENDA ITEM 5 – REPORT FROM  
THE GENERAL MANAGER**

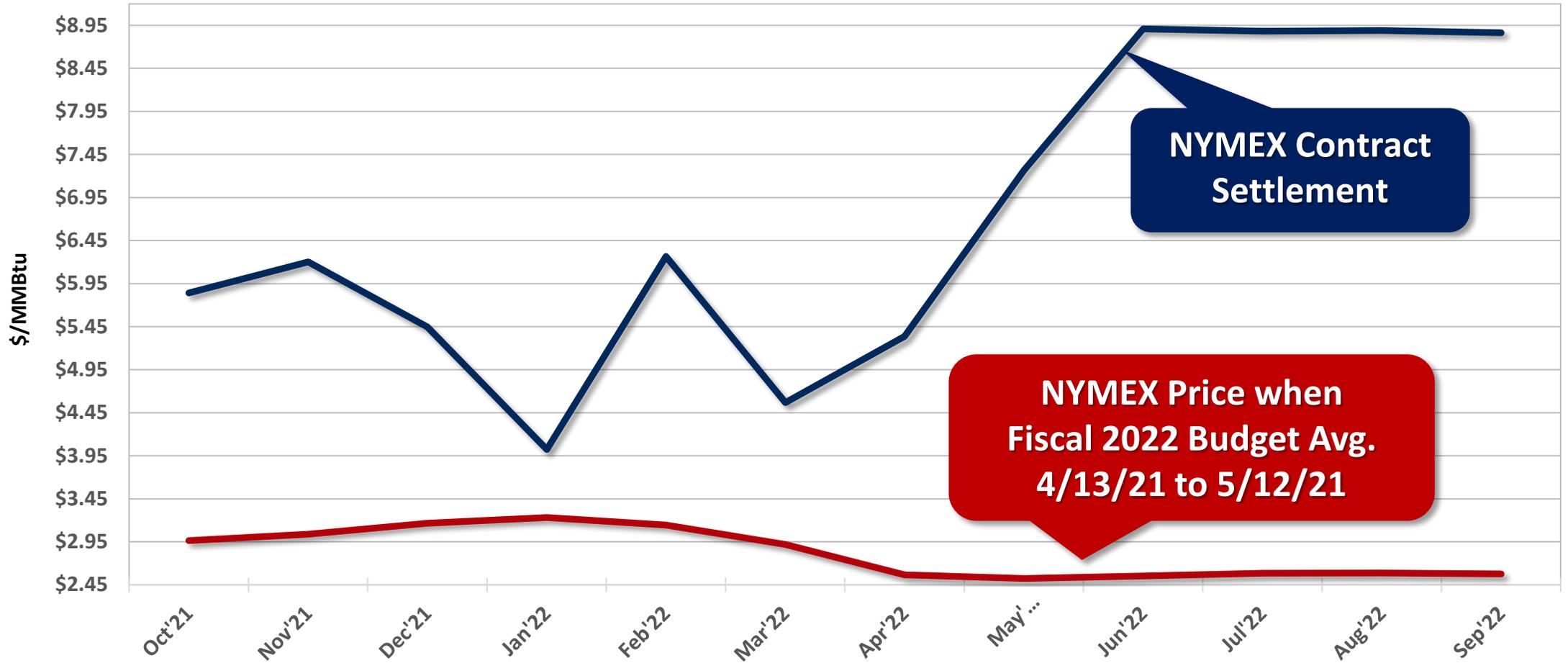
**Board of Directors Meeting  
June 23, 2022**

# Fiscal 2022 Management Goals – May 2022 Data Item #5.

Goal	Status	Actual	YTD Actual	YTD Target	FY 2022 Target	Comment
<b>1. Safety</b>	Lost-time Accidents	0	0	0	0	
	OSHA Recordables	0	0	0	0	
<b>2. Compliance</b>	Environmental	0	0	0	0	Compliance doing internal NERC standard-by-standard top-down review with compliance and SMEs. Completed 70% of NERC applicable standards internally.
	Financial	0	0	0	0	
	Regulatory	0	0	0	0	
<b>3. Low Cost (\$/MWh)</b>	Under \$70/MWh	\$96.54	\$92.95	\$77.00	< \$70.00	YTD April 2022 MWh sales ~.5% <budget. All-in costs \$15.95/MWh (17%) > YTD target, due to fuel expense 62%> target; partially offset by A&G (12%), O&M (8%) and Project Costs (9%) < budget
	Fuel	\$44.96	\$39.07	\$23.17	\$22.00	
	Non-Fuel	\$51.58	\$53.88	\$53.83	\$48.00	
<b>4. Capacity Replacement Plan</b> Complete evaluation of alternatives meeting ARP needs to 2027 & provide Non-ARP members participation options					1	Negotiating PPA for 155 MW. Signed LOI on purchase of two facilities of ~220 MW. Due diligence process for July ARP decision. Non-ARP members considering purchase.

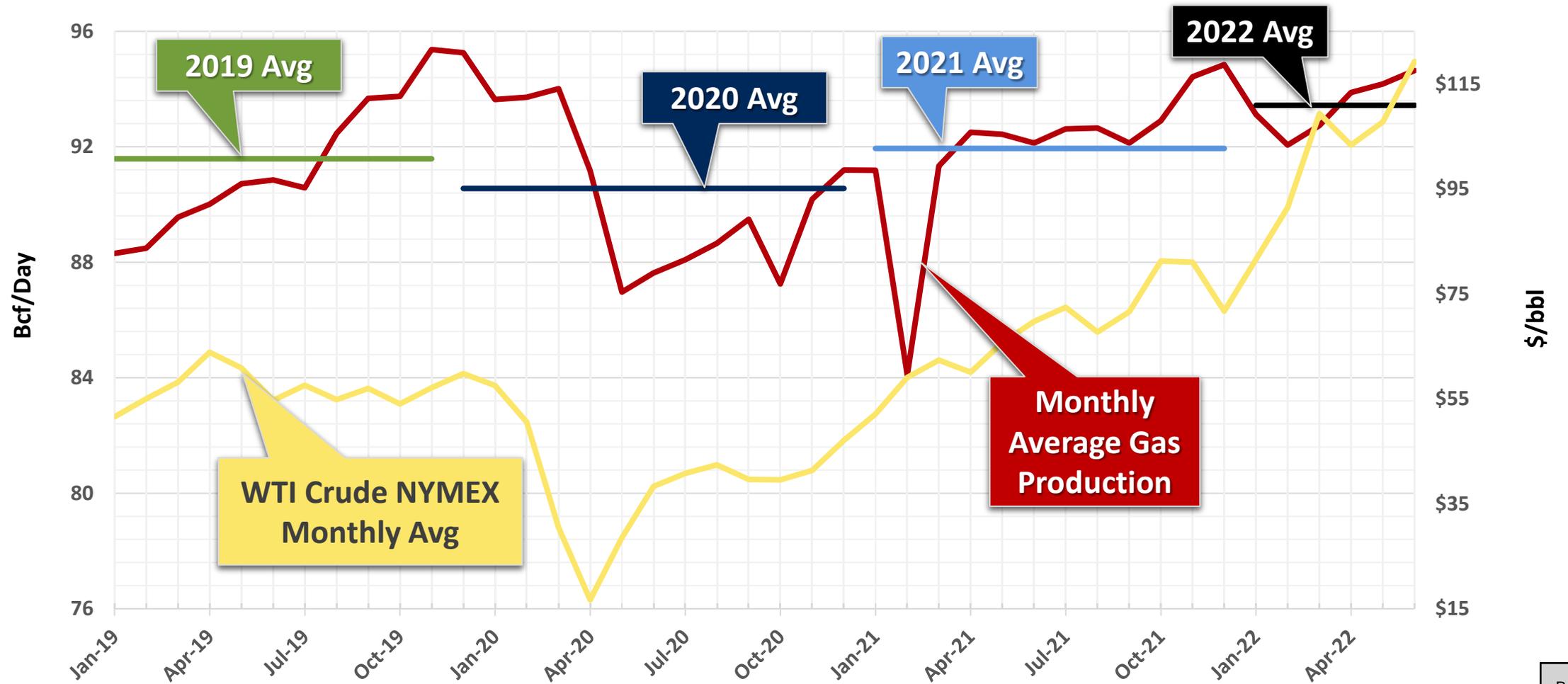
# FY 2022 NYMEX Contract \$3.89/MMBtu Above Budget

## Natural Gas Settlement as of June 13



# Natural Gas Production Flat Despite Changes in Oil Prices

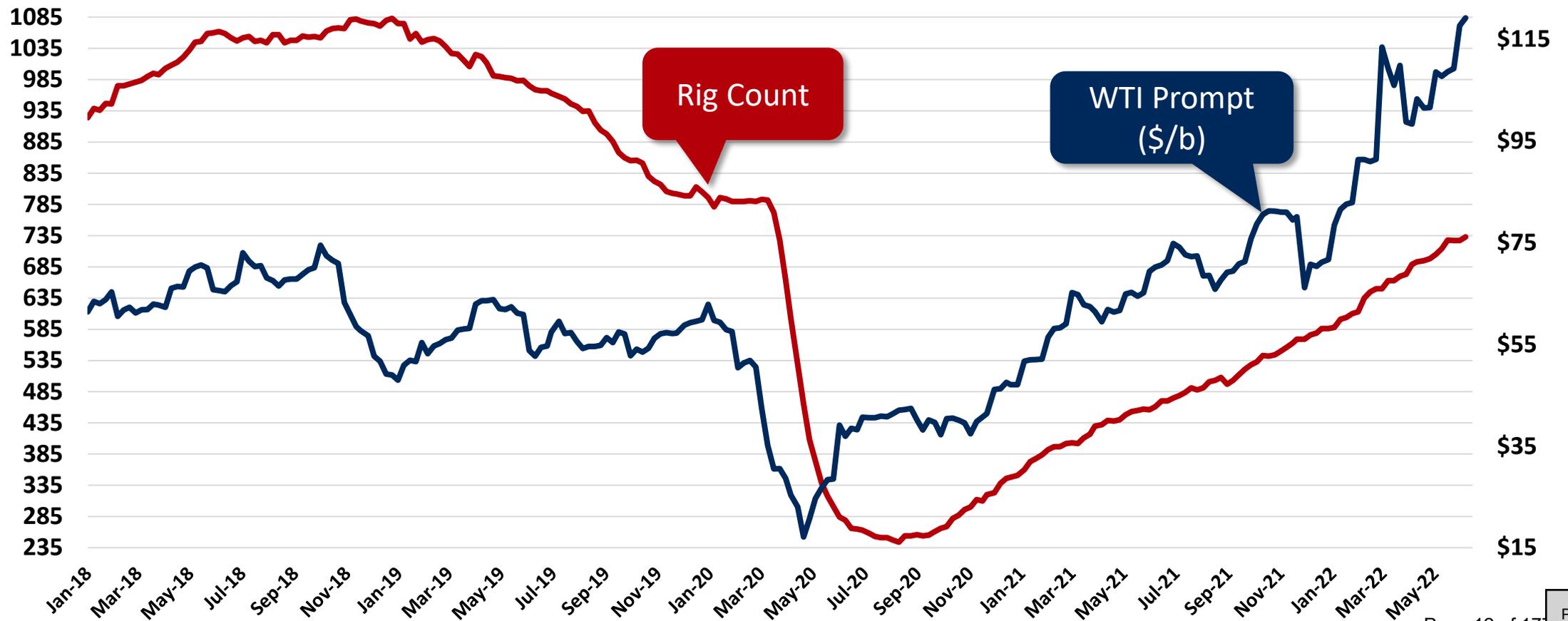
## Average Monthly Change Since 2019 (as of July 13)



# Rig Count Slightly Increases, Oil Prices Remain High

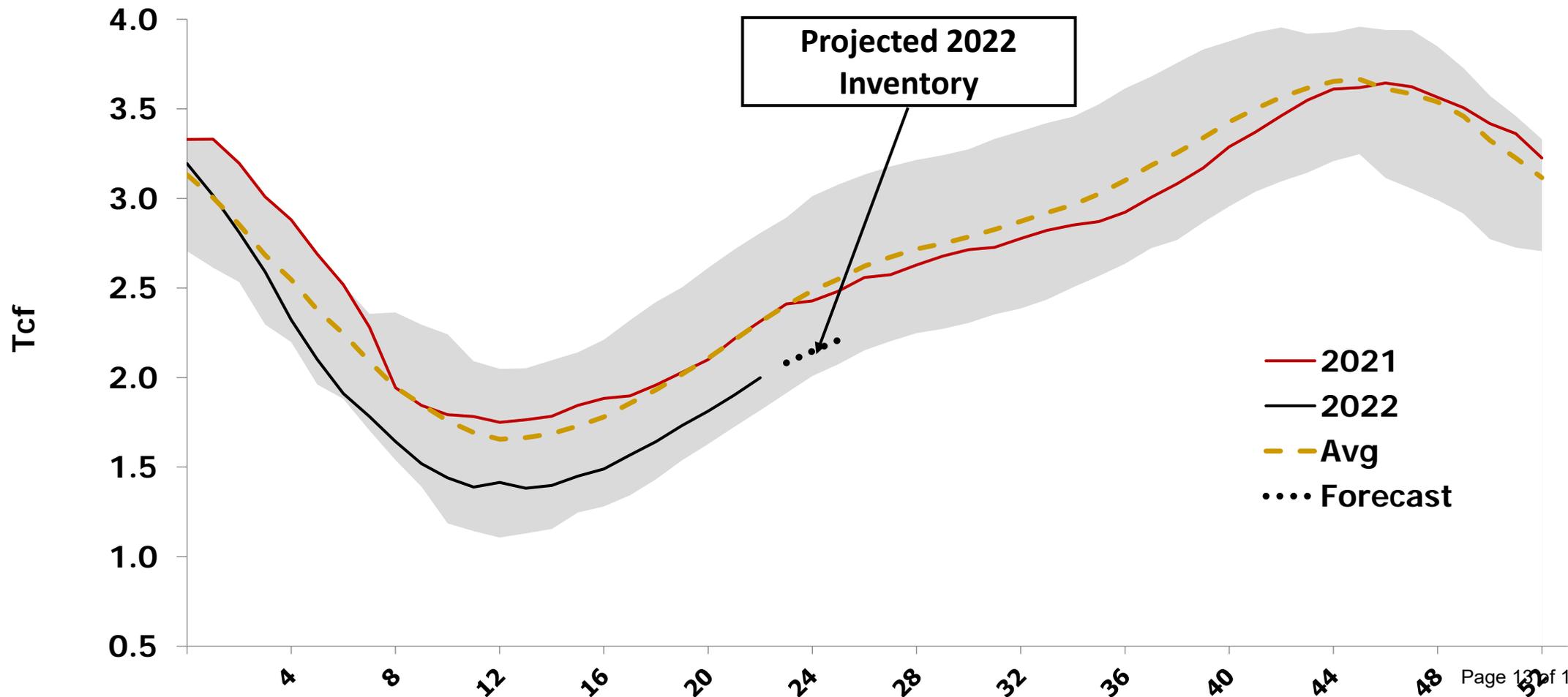
## WTI Prices Above \$100 for Past Four Months (as of June 13)

U.S. Drilling Rig Count vs. WTI Prompt



# Gas Storage Inventory as of Week Ending June 13

## *2022 Season Forecast to Remain in Lower Level of 5-Year Avg.*



Goal	Status	Actual	YTD Actual	YTD Target	FY 2022 Target	Comment
5. Cyber-security	Breaches	0	0	0	0	
	Phishing tests	0%	3.5%	3% or <	3% or <	Zero people clicked on a fake DocuSign request from their manager
6. Reliability	CC EAF	95.9%	81.9%	81.4%	89%	Cane 3 ST outage continued through May 4
	SI black start and trans. backup	100%	82%	100%	100%	No starts for reliability this month. 14 of 17 successful YTD
7. Member Reliability	Individual member reliability recommendations/projects	1	8	8	12	Blountstown fault indicators and remote control of reclosers
8. Member Services	Leadership member visits	9	57	50	75	Several visits in June
	Projects managed for members	4	22	16	24	Ocala Financial Modeling; FPUA TripSaver support and refresher training; Williston County Lane Estates; NSB Transmission Loop

Goal	Status	Actual	YTD Actual	YTD Target	FY 2022 Target	Comment
<b>9. Value of Muni</b> Presentations, social media		3	11	7	10	Nine completed, nine upcoming, several communication pieces on energy prices
<b>10. Financing</b>		25	32.4	7.5	15k /day	32.4k/day of deals completed at ~\$0.31/mmBtu savings of \$3.1M/year
					1	Forward delivery approved; soft close on 2/28/22; final close set for 7/6/22
<b>11. Solar Phase III</b>						<ul style="list-style-type: none"> <li>• Meetings scheduled in June with three short-listed developers</li> <li>• Supply Chain, Inflation, and Dept. of Commerce investigation will impact schedule and costs</li> <li>• Indicative interest requested by July 1</li> </ul>
<b>12. People</b>		2	2	1	2	<ul style="list-style-type: none"> <li>• 41 from team participated in emotional intelligence training</li> <li>• 25 scheduled for communications training in June</li> </ul>
		8	8	8	8	<ul style="list-style-type: none"> <li>• Completed leadership training for supervisors/potential leaders</li> </ul>

# VERBAL REPORT

## AGENDA ITEM 6 – SUNSHINE LAW UPDATE

**Board of Directors Meeting  
June 23, 2022**

**AGENDA ITEM 7 – CONSENT  
AGENDA**

- a. Approval of the Minutes for the  
Meeting Held May 19, 2022**

**Board of Directors Meeting  
June 23, 2022**

**MINUTES**  
**FMPA BOARD OF DIRECTORS MEETING**  
**FLORIDA MUNICIPAL POWER AGENCY**  
**8553 COMMODITY CIRCLE**  
**ORLANDO, FL 32819**  
**THURSDAY, MAY 19, 2022**  
**9:00 A.M.**

- MEMBERS PRESENT** Brad Hiers, Bartow\* (virtual)  
Steve Macholz, Bushnell  
Lynne Mila, Clewiston  
David Lord, Fort Meade (virtual)  
Javier Cisneros, Fort Pierce (virtual)  
Bob Page, Green Cove Springs  
Barbara Quinones, Homestead  
Allen Putnam, Jacksonville Beach (virtual)  
Lynne Tejeda, Key West (virtual)  
Larry Mattern, Kissimmee  
Ed Liberty, Lake Worth Beach (virtual)  
Joey Curry, Lakeland (virtual)  
Brad Chase, Leesburg (virtual)  
Steve Langley, Mount Dora  
Joe Bunch, New Smyrna Beach\* (virtual)  
Doug Peebles, Ocala (virtual)  
Claston Sunanon, Orlando  
Keith Trace, St. Cloud (virtual)  
Tony Guillen, Tallahassee (virtual)  
James Braddock, Wauchula (virtual)  
Dan D'Alessandro, Winter Park

\*joined after roll call.

- OTHERS PRESENT** Ed Leongomez, Fort Pierce (virtual)  
Bill Anderson, Fort Pierce (virtual)  
William Branch, Homestead  
Mike Staffopoulos, Jacksonville Beach (virtual)  
Mike Wedincamp, Key West (virtual)  
Brian Horton, Kissimmee  
James Terry, Kissimmee (virtual)  
Kevin Crawford, Kissimmee (virtual)  
Brian King, Lake Worth Beach(virtual)  
Jim Williams, Leesburg (virtual)  
Selvin Dottin, Leidos (virtual)

Craig Dunlap, Dunlap & Associates, Inc.  
 Tom Geoffroy, FGU (virtual)  
 Katie Hall, FGU (virtual)  
 Mike Gehring, The Energy Authority (TEA) (virtual)  
 Christine Fitzgerald, The Energy Authority (TEA) (virtual)  
 Rafael Couret, Power Engineers (virtual)  
 Steven Stein, nFront Consulting

**STAFF PRESENT**

Jacob Williams, General Manager and CEO  
 Jody Finklea, General Counsel and CLO  
 Ken Rutter, Chief Operating Officer  
 Linda S. Howard, Chief Financial Officer  
 Dan O'Hagan, Assistant General Counsel and Regulatory Compliance Counsel  
 Sue Utley, Executive Asst. /Asst. Secy. to the Board  
 Lindsay Jack, Administrative Specialist  
 Mike McCleary, Manager of Member Services Development  
 Sharon Adams, Vice President of Human Resources & Shared Services  
 Cairo Vanegas, Manager of Member Services Development  
 Susan Schumann, Manager of External Affairs and Solar Projects  
 David Schumann, Power Generation Fleet Director  
 Carter Manucy, IT/OT & Cybersecurity Director  
 LaKenya VanNorman, Regulatory Compliance Specialist  
 Danyel Sullivan-Marrero, Controller  
 Ryan Dumas, Senior Public Relations Specialist  
 Angel Dias, IT Support Specialist  
 Wayne Koback, IT Manager  
 Chris Gowder, Business Development & System Operations Director  
 Jose Bravo, Manager of Member Services Department  
 Ryan Dumas, Senior Public Relations Specialist  
 Rachel Ilardi, Public Relations Specialist  
 Navid Nowakhtar Resource and Strategic Planning Manager

### **ITEM 1 - CALL TO ORDER, ROLL CALL AND DECLARATION OF QUORUM**

Chair Barbara Quiñones, Homestead, called the Board of Directors meeting to order at 9:00a.m. on Thursday, May 19, 2022, in the Frederick M. Bryant Board Room at Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, Florida. The roll was taken, and a quorum was declared with 19 members present representing 31 votes out of a possible 47.5. Brad Hiers, Bartow, and Joe Bunch, New Smyrna Beach, joined after the roll call, bringing the total present to 21 members representing 33.5 votes present

### **ITEM 2 – Recognition of Guests**

Chair Barbara Quiñones welcomed Steve Stein, nFront Consulting, Craig Dunlap, Dunlap and Associates, Inc., Tom Geoffrey, and Katie Hall from FGU, Mike Gehring and Christine Fitzgerald from TEA, Rafael Couret from Power Engineers, and Jose Bravo, FMPA's new

Manager of Member Services Development.

### **ITEM 3 – PUBLIC COMMENTS (Individual Public Comments Limited to 3 Minutes)**

None.

### **ITEM 4 – SET AGENDA (by vote)**

**MOTION:** Chair Barbara Quiñones said Item 9b – Annual Disclosure Training will be postponed to a later date. Allen Putnam, Jacksonville Beach, moved approval of the amended agenda. Bob Page, Green Cove Springs, seconded the motion. Motion carried 33.5 – 0.

### **ITEM 5 – REPORT FROM THE GENERAL MANAGER**

Jacob Williams reported on the following items:

1. Update on Energy Prices
2. Fiscal 2022 Management Goals
3. Member-specific communications materials on rising energy costs

### **ITEM 6 – SUNSHINE LAW UPDATE**

Dan O'Hagan reported that a proposed bill that would create a Florida public records exemption for Critical Energy Infrastructure Information failed to pass during the 2022 Legislative Session, but a cybersecurity exemption passed.

### **ITEM 7 – CONSENT AGENDA**

- a. Approval of Minutes – Meeting Held April 21, 2022
- b. Approval of the Projects' Preliminary Financials as of March 31, 2022
- c. Approval of the Treasury Reports as of March 31, 2022

**MOTION:** Bob Page, Green Cove Springs, moved approval of the Consent Agenda as presented. Larry Mattern, Kissimmee seconded the motion. Motion carried 33.5 – 0.

### **ITEM 8 – ACTION ITEMS**

- a. Approval of Use of Development Fund for Exploring Capacity Acquisition

**MOTION:** Bob Page, Green Cove Springs, moved approval to authorize General Manager to utilize no more than \$550,000 of the FMPA Development Fund to support exploration of ARP acquisition of the Northern Star Mulberry and Orange generation facilities. Larry Mattern, Kissimmee, seconded the motion. Motion carried 33.5 – 0.

b. Approval of Resolution 2022-B3 – Budget Amendment for Stanton Project

**MOTION:** Larry Mattern, Kissimmee moved approval of Resolution 2022-B3. Bob Page, Green Cove Springs, seconded the motion. Motion carried 33.5 – 0.

c. Approval of Resolution 2022-B4 – Budget Amendment for Tri-City Project

**MOTION:** Doug Peebles, Ocala, moved approval of Resolution 2022-B4. Steve Macholz, Bushnell, seconded the motion. Motion carried 33.5 – 0.

d. Appointment of a Nominating Committee

**MOTION:** Steve Macholz, Bushnell, moved approval of appointment of Howard McKinnon, Havana, on behalf of the FMPA small cities, Lynne Mila, Clewiston, on behalf of the FMPA medium cities, and Doug Peebles, Ocala, on behalf of the FMPA large cities, to serve on the FMPA Nominating Committee. Bob Page, Green Cove Springs, seconded the motion. Motion carried 33.5 – 0.

## **ITEM 9 – INFORMATION ITEMS**

### **a. Summary of Finance Committee Items**

Linda S. Howard reported on the upcoming items from the Finance Committee:

- Approval of the 2023 operating budgets and 5-year capital plan
- Approval of Risk Policy changes
- Following ESG discussion/ratings indications
- Solar projects – impact on the \$13M investment

### **b. Annual Continuing Disclosure Training**

\*\*This item was postponed to a later date.

## **ITEM 10 – MEMBER COMMENTS**

Bob Page, Green Cove Springs, thanked Susan Schumann & team for helping in Green Cove Springs with the materials for their bill stuffers.

Barbara Quiñones, Homestead, thanked Jacob for his informative presentation on energy prices.

Doug Peebles, Ocala, thanked Mike McCleary & Sharon Adams for their help with the City Council Presentation on energy prices.

**ITEM 11 – ADJOURNMENT**

There being no further business, the meeting was adjourned at 10:11am.

\_\_\_\_\_  
Barbara Quiñones  
Chairperson, Board of Directors

\_\_\_\_\_  
Larry Mattern  
Secretary

Approved: \_\_\_\_\_

Seal

BQ/LM/su

**AGENDA ITEM 7 – CONSENT  
AGENDA**

- b. Approval of the Projects’  
Preliminary Financials as of April  
30, 2022**

**Board of Directors Meeting  
June 23, 2022**



Linda S. Howard, CPA, CFP  
Chief Financial Officer

Item #5.

## AGENDA PACKAGE MEMORANDUM

**TO:** FMPA Board of Directors  
**FROM:** Linda Howard  
**DATE:** June 14, 2022  
**ITEM:** 7b – Approval of Projects’ Financials as of April 30, 2022

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**Discussion:** The summary financial statements and detailed financial statements, which include GASB #62 transactions, of the Projects for the period ended April 30, 2022 are posted on the Document Portal section of FMPA’s website.

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**Recommended:** Move approval of the Projects’ Financial Reports for the month ended April 30, 2022.

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LH/GF

**AGENDA ITEM 7 – CONSENT  
AGENDA**

**c. Approval of the Treasury Reports  
as of April 30, 2022**

**Board of Directors Meeting  
June 23, 2022**



**AGENDA PACKAGE MEMORANDUM**

TO: FMPA Board of Directors  
 FROM: Sena Mitchell  
 DATE: June 14, 2022  
 ITEM: BOD 7(c) – Approval of Treasury Reports as of April 30, 2022

**Introduction** This agenda item is a quick summary update of the Treasury Department’s functions.

The Treasury Department reports for April are posted in the member portal section of FMPA’s website.

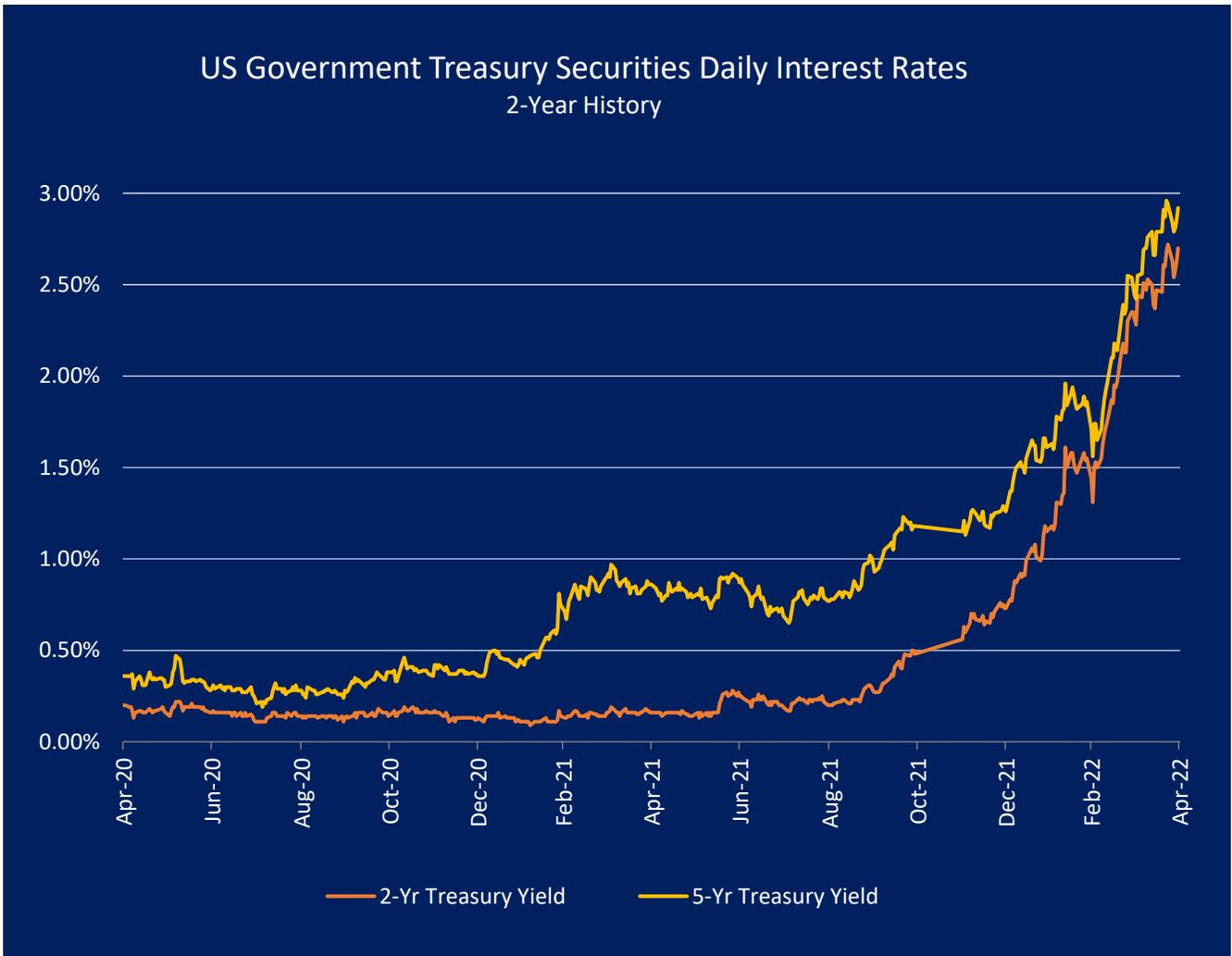
**Debt Discussion** Below is a summary of the total debt outstanding and the percentage of debt that was fixed, variable or synthetically fixed with interest rate swaps as of April 30, 2022.

	Total debt Outstanding	Fixed Rate	Variable Rate	Synthetically Fixed
Agency	0.00	0%	0%	0%
St Lucie	80,790,000	100%	0%	0%
Stanton	0.00	0%	0%	0%
Stanton II	89,548,354	100%	0%	0%
Tri City	0.00	0%	0%	0%

**Investment Discussion** The investments in the Projects are comprised of debt from the government-sponsored enterprises such as the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae), as well as investments in U.S. Treasuries, Certificates of Deposits, Commercial Paper, Municipal Bonds, Corporate Notes, Local Government Investment Pools and Money Market Mutual Funds.

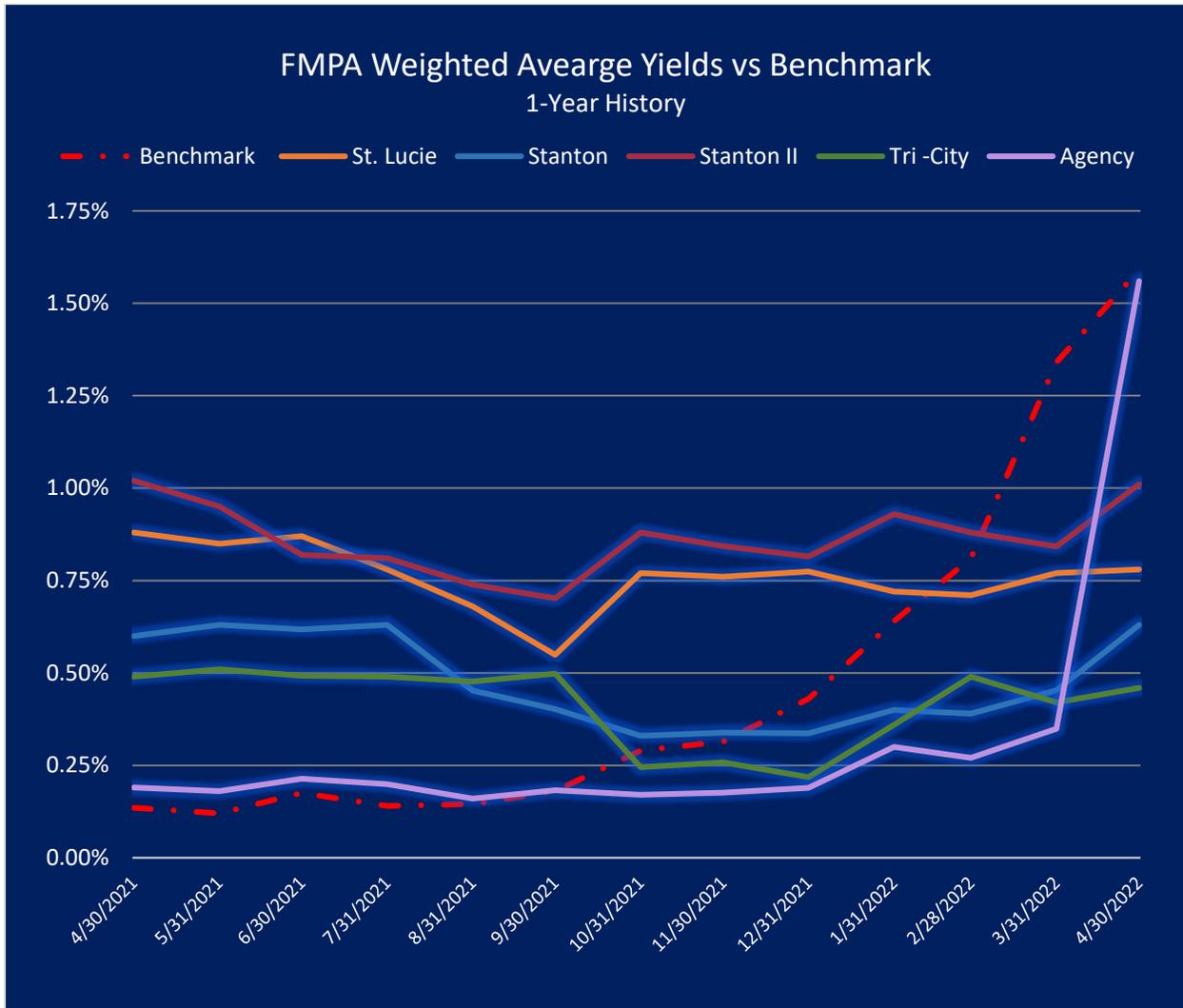
BOD 7 (c) – Approval of Treasury Reports as of April 30, 2022  
June 14, 2022  
Page 2

Below is a graph of daily US Treasury yields for the past 2 years. The orange line is the 2-year Treasury which closed the month of April at 2.70%. The yellow line is the 5-year Treasury which was 2.92%.



BOD 7 (c) – Approval of Treasury Reports as of April 30, 2022  
June 14, 2022  
Page 3

The weighted average yields on investments earned as of April 30, 2022, in the Projects, along with their benchmark (Average of Florida Prime Fund and 2-year treasury), are as follows:



Recommended Motion

Move approval of the Treasury Reports for April 30, 2022.

**AGENDA ITEM 8 – ACTION ITEMS**

- a. Approval of Resolution 2022-B5 –  
Approval of the FY 2023 Small  
Project Budgets and Agency  
Allocation**

**Board of Directors Meeting  
June 23, 2022**



# **8a – Approval of Resolution 2022-B5 – Approval of the FY 2023 Small Projects Budgets and Agency Allocations**

Board of Directors

June 23, 2022



# Stanton and Tri-City Projects

# Stanton and Tri-City Projects Summary

## *Key Points to Note*

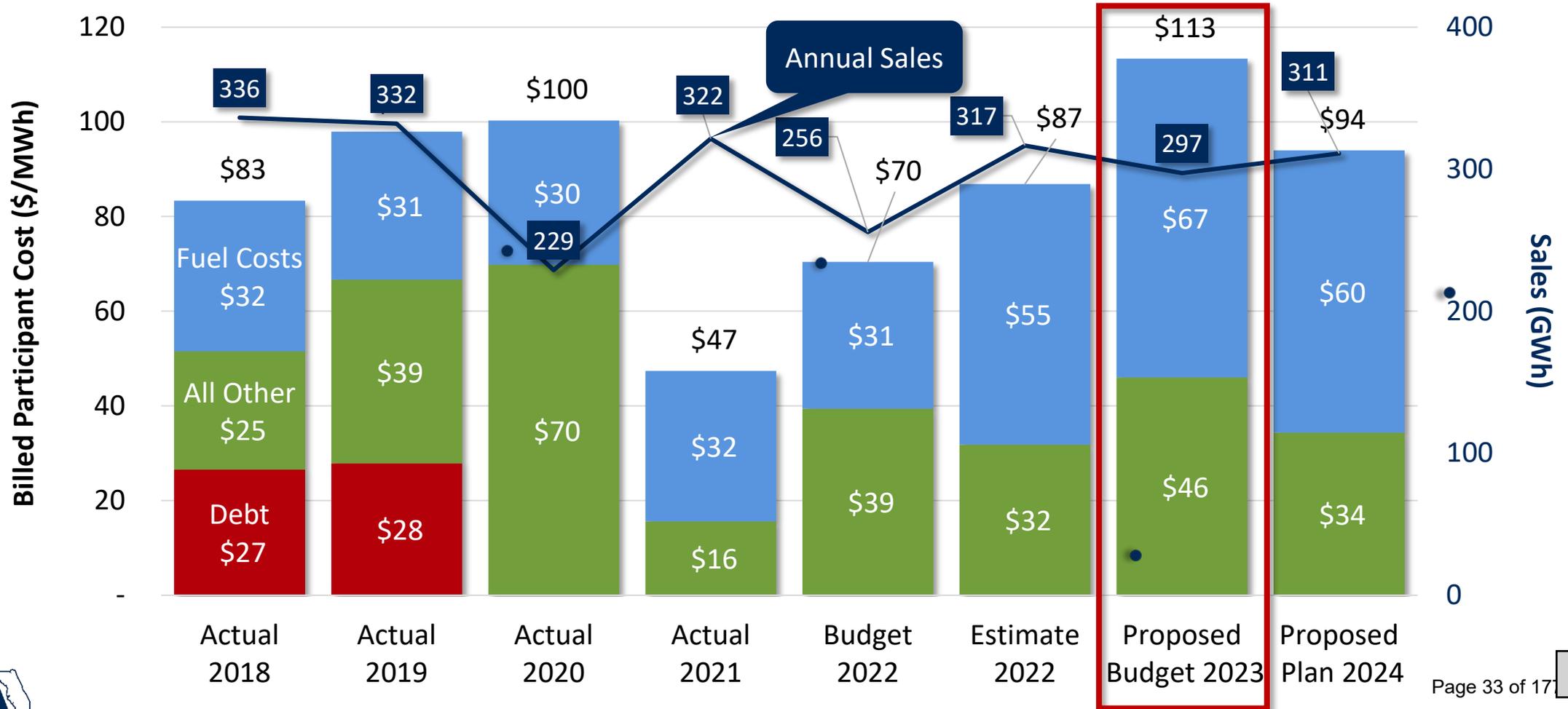
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- Both Projects' \$/MWh costs well above 2021 actuals and 2022 budget
- FY 2023 budgeted generation in line with recent actuals
- Coal costs budgeted much higher to reflect market conditions
- FY 2023 Budget reflects OUC's plan to retire Stanton 1 by end of 2025; building Project reserves to fund ongoing post-retirement costs and decommissioning
- R&R funding higher in FY 2023 due to budgeted common capital projects but much lower thereafter
- OUC planning normal O&M spending in FY 2023
- Continuing to coordinate with OUC on retirement timing and costs, including ongoing costs until the plant is decommissioned
- Added unfunded contingencies for spending authority: \$1.6M for Stanton and \$0.6M for Tri-City; each set as 5% of total budgeted expenses

# Stanton FY 2023 Budgeted Cost is \$113/MWh

*Costs Up Due to Continued High Forecasted Fuel Costs*

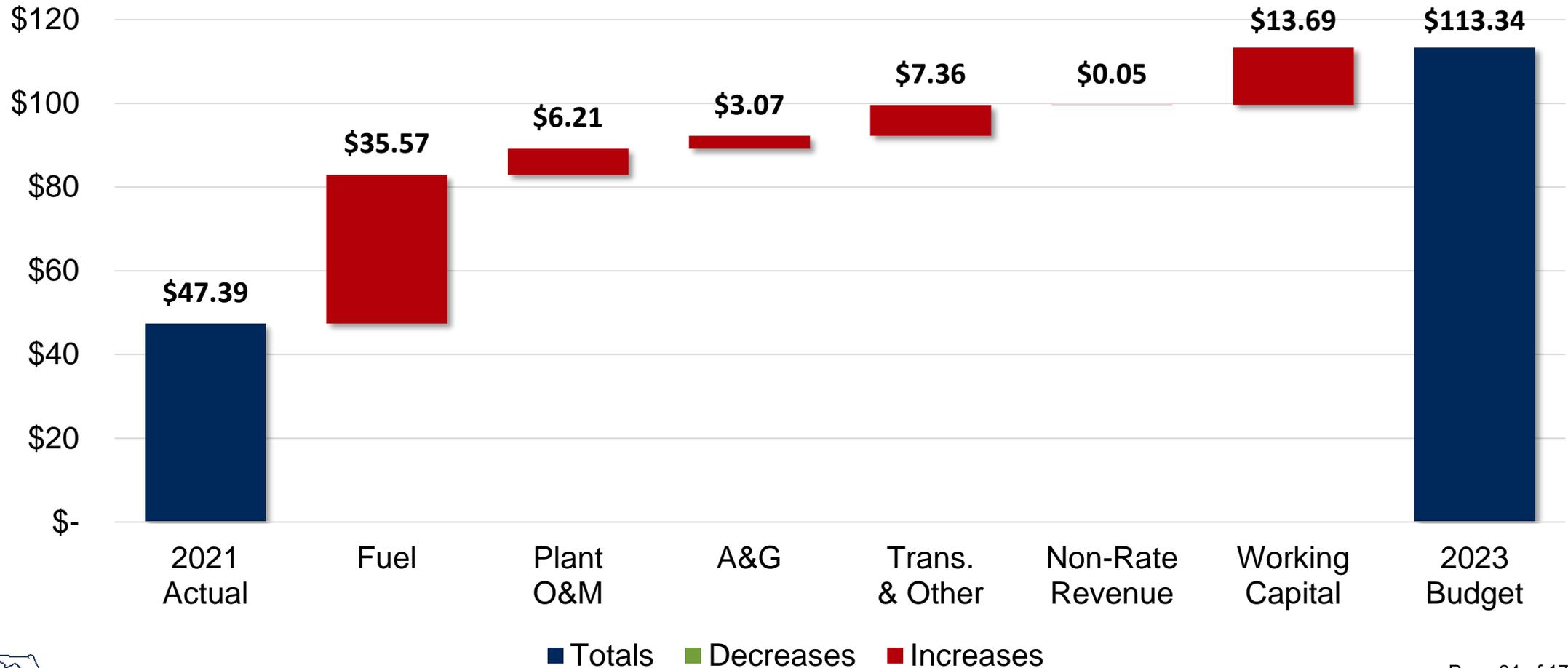
Stanton Project – Historical & Budgeted All-in Rate (\$/MWh) and Sales (GWh)



# FY 2023 Budgeted \$/MWh Cost 139% > FY 2021 Actual Cost

*Driven by Higher Fuel Costs and Adjustment for 60-Days Cash*

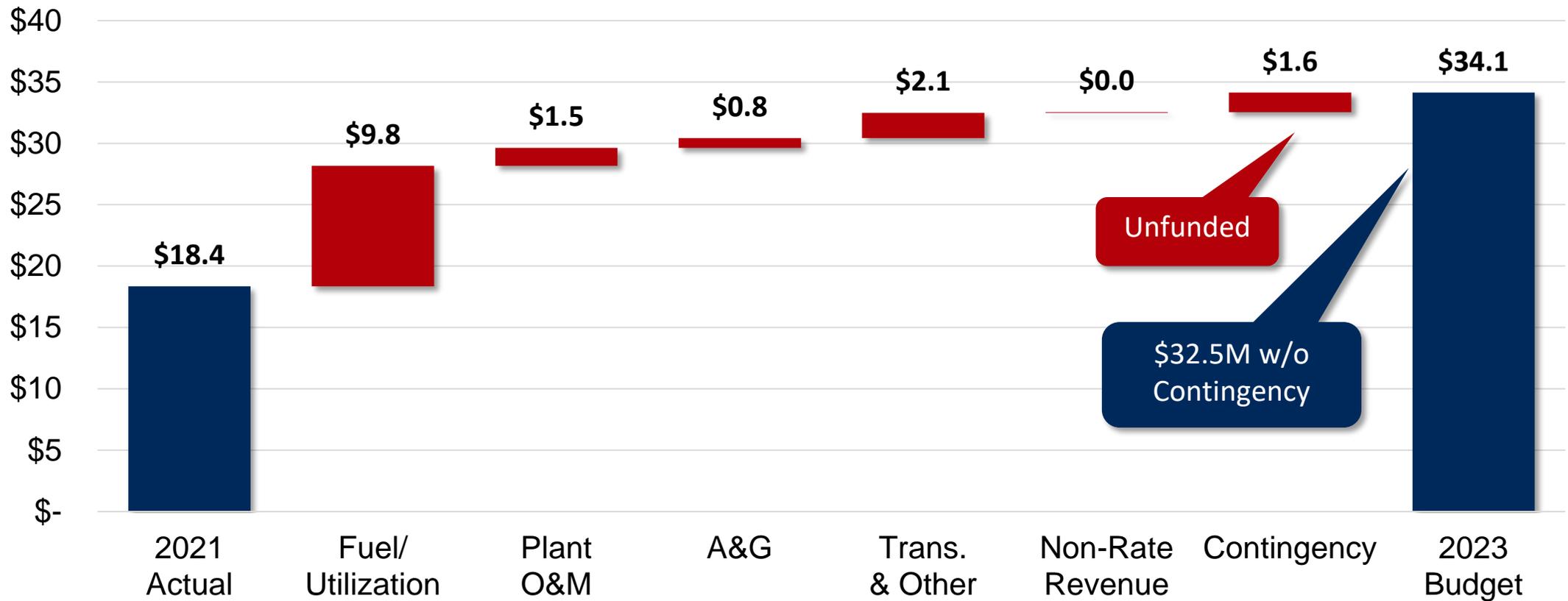
Stanton Project – 2021 Actual to 2023 Budget All-in Rate (\$/MWh)



# FY 2023 Budgeted Expenses \$14M (77%)\* > FY 2021 Actuals

*Primarily Driven by Fuel Costs, but All Categories Up in FY 2023*

Stanton Project – 2021 Actual to 2023 Budget Total Expenses (\$Millions)

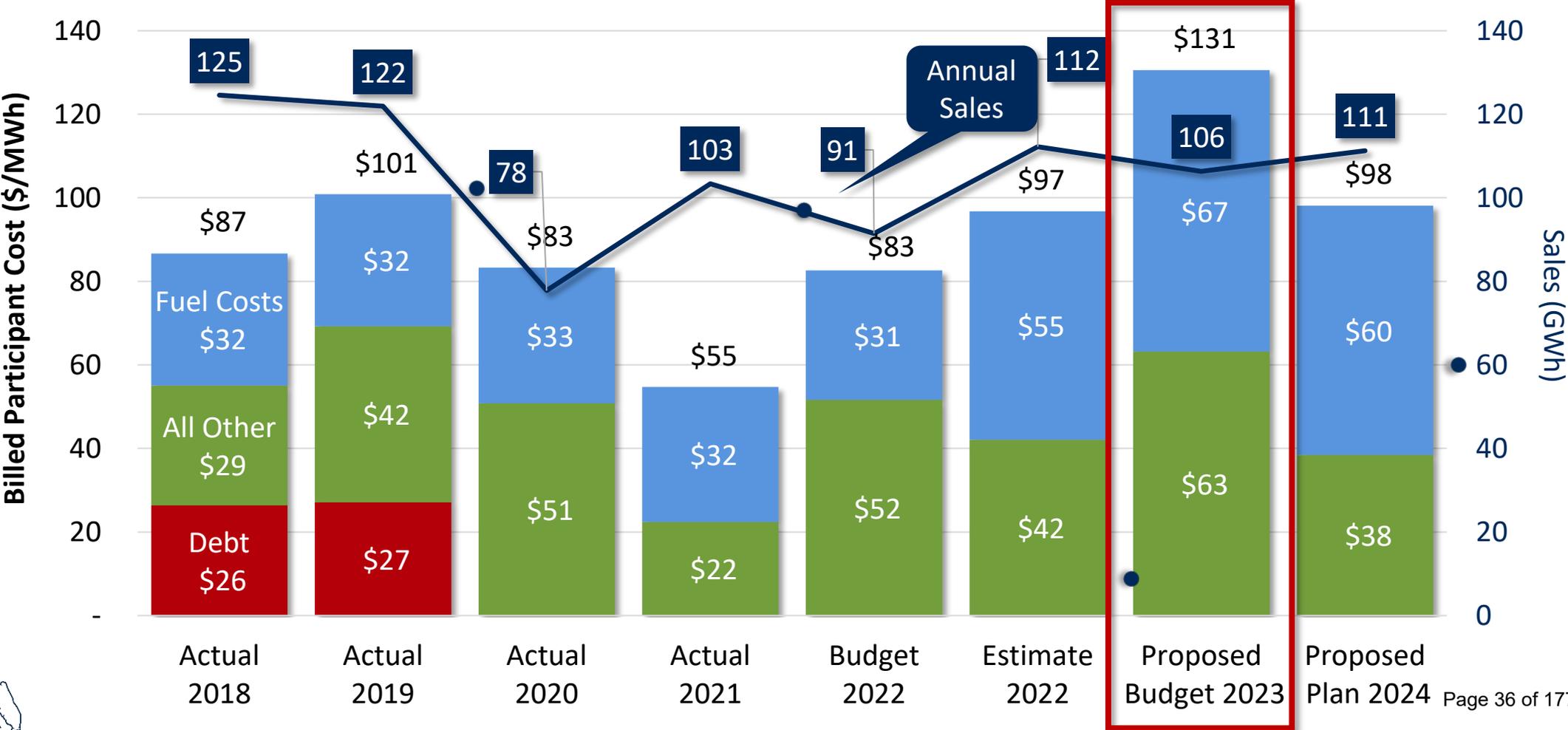


\* Excluding contingency

# FY 2023 Tri-City Project Rate is \$131/MWh

## Costs Up Due to Continued High Forecasted Fuel Costs

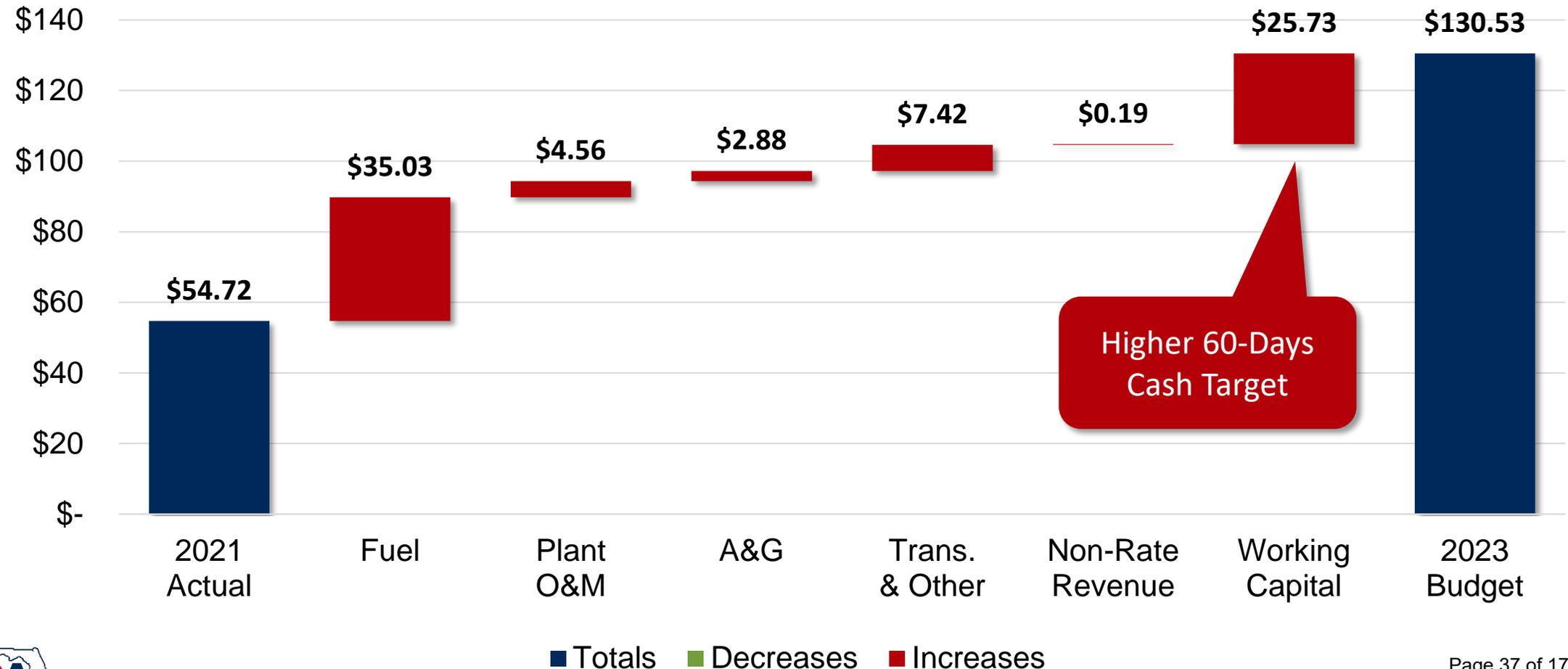
Tri-City Project – Historical & Budgeted All-in Rate (\$/MWh)



# FY 2023 Budgeted Rate 139% > FY 2021 Actuals

*Driven by Higher Fuel Costs and Adjustment for 60-Days Cash*

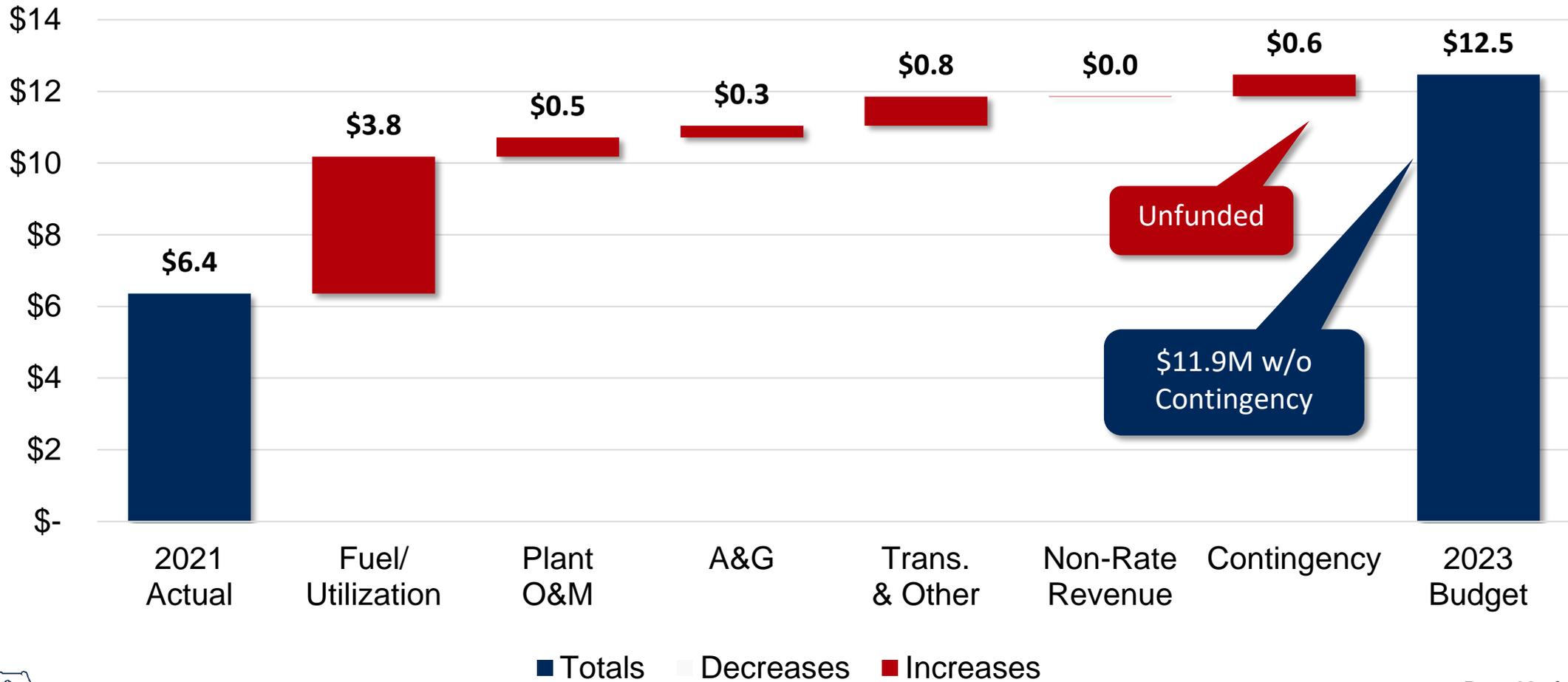
Tri-City Project – 2021 Actual to 2023 Budget All-in Rate (\$/MWh)



# FY 2023 Budgeted Expenses \$5.5M (86%)\* > FY 2021 Actuals

## Higher Fuel Expense Accounts for 69% of Increase

Tri-City Project – 2021 Actual to 2023 Budget Total Expenses (\$Millions)



\* Excluding contingency



# Stanton II Project

# Stanton II Project FY 2023 Budget

## *Key Points to Note*

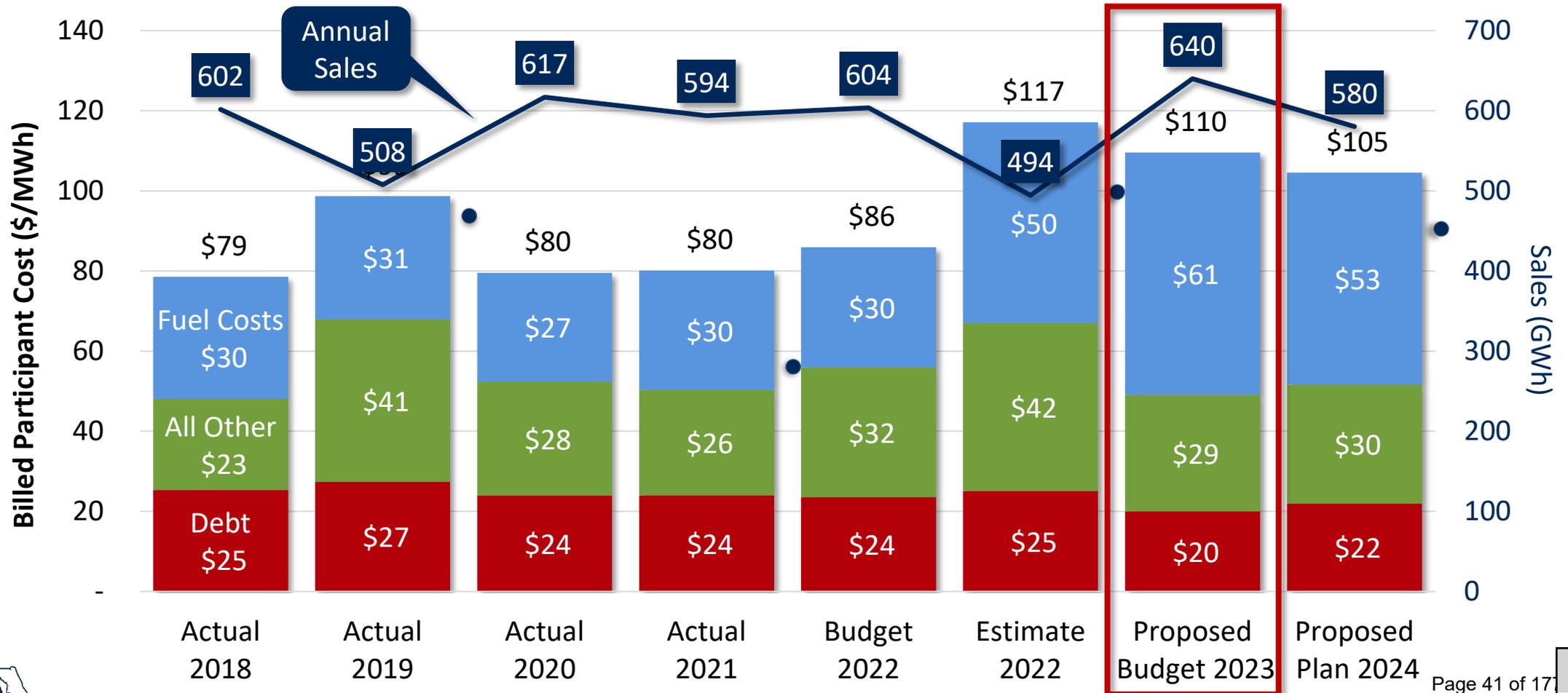
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- FY 2023 Stanton II Project \$/MWh budgeted ~\$25/MWh higher than FY 2022 budget, ~\$35/MWh higher than FY 2021 actuals
- Coal costs budgeted much higher to reflect market conditions
- FY 2023 budgeted generation higher than projected FY 2022 actuals
- OUC currently doesn't plan to convert Stanton 2 to natural gas until 2027; planning to pay Stanton II Project share using General Reserve Fund
- 2022 refinancing reduces FY 2023 debt service costs ~\$1.5M
- Some OUC benefits costs shifted from O&M to A&G
- Added \$3.5M (5%) unfunded contingency for spending authority

# FY 2023 Stanton II Participant Cost is \$110/MWh

## Project Costs without Debt ~\$90/MWh

Stanton II Project – Historical & Budgeted All-in Rate (\$/MWh) and Sales (GWh)



# FY 2023 \$/MWh Budget 45% > FY 2021 Actuals

*Increase is 4.4% Excluding Fuel Costs*

Stanton II Project – 2021 Actual to 2023 Budget All-in Rate (\$/MWh)



# Total FY 2023 Expenses \$21.9M (46%)\* > FY 2021 Actuals

## Net Increase Driven Almost Entirely by Higher Fuel Costs

Stanton II Project – 2021 Actual to 2023 Budget Total Expenses (\$Millions)



\* Excluding contingency



# St. Lucie Project

# St. Lucie Project Summary

## *9% Lower Rate for FY 2023 than FY 2022 Budget*

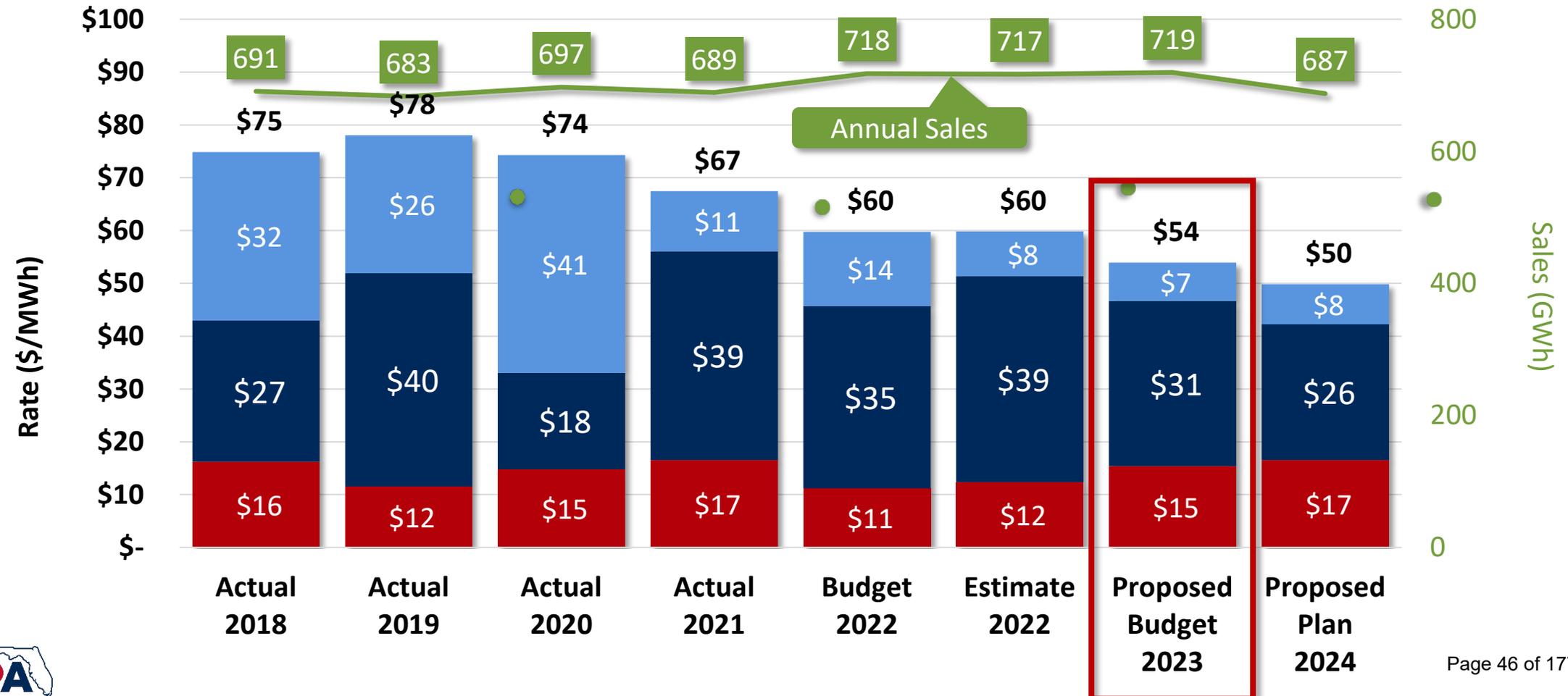
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- Total St. Lucie FY 2023 Participant cost of \$54.18/MWh excluding transmission, continuing the goal of sustainably reducing Participant costs
- Generation down from FY 2022 budget with planned refueling outages for both St. Lucie 1 and St. Lucie 2 during FY 2023
- FY 2023 budgets for FPL O&M and A&G costs again developed based on recent historical experience and anticipated trends
  - O&M costs reflect refueling outage in FY 2023 vs. no outage in FY 2022
- R&R funding increased to rebuild and maintain target balance
- FPL plans to seek additional 20-year operating license extension (to 2063), long-term capital needs not currently known
- Budget reflects continuation of reliability exchange agreement
- Added \$2M (5%) unfunded contingency for spending authority

# FY 2023 St. Lucie Project Rate is \$53.90/MWh

*All-in Rate is ~\$50/MWh Net of Projected True-Up*

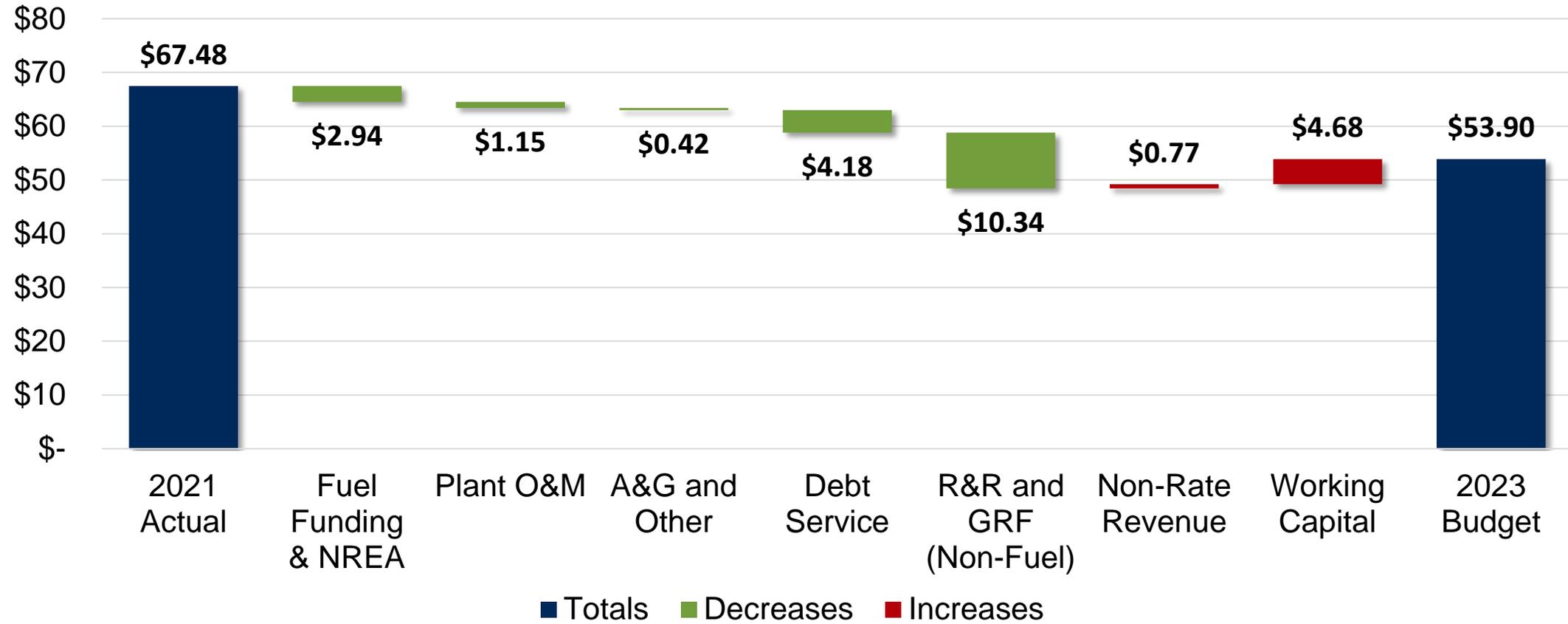
St. Lucie Project – Historical & Budgeted All-in Rate (\$/MWh) and Sales (GWh)



# FY 2023 Budget Rate 20% Below FY 2021 Actual Cost

*Lower Debt, Fund Contributions Partially Offset by Higher Working Capital Funding Due to Anticipated \$3M+ True-Up<sup>[1]</sup>*

**St. Lucie Project – 2021 Actual to 2023 Budget All-in Rate (\$/MWh)**

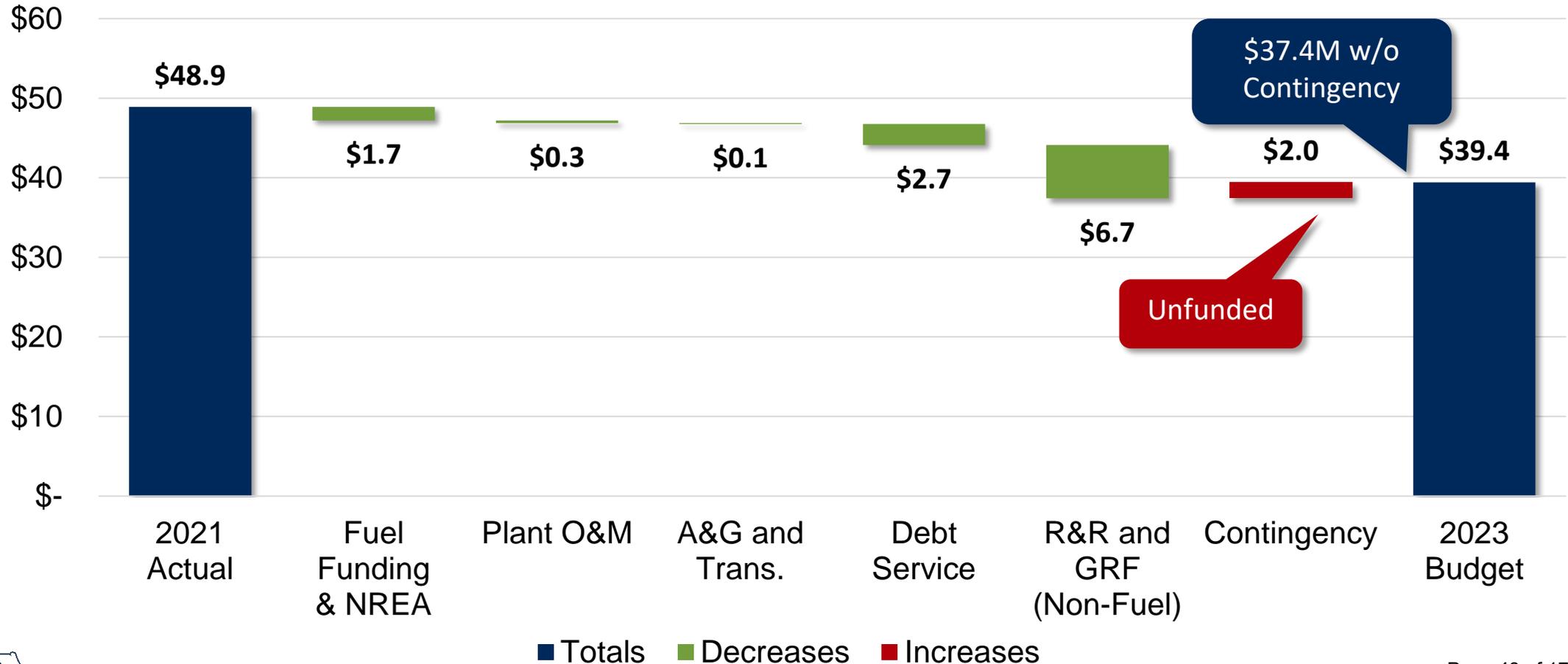


[1] Due to the refinancing of debt in summer 2021, the St. Lucie Project will achieve ~\$4 million of debt service savings during FY 2022 that were not reflected in the FY 2022 Budget. As a result, the true-up due to Participants in FY 2023 is currently estimated to be at least \$3 million.

# FY 2023 Total Costs Projected ~\$11.5M\* < 2021 Actuals Item #5.

*Budgeted Debt and Fund Contributions Lower in FY 2023*

St. Lucie Project – 2021 Actual to 2023 Budget Total Expenses (\$Millions)

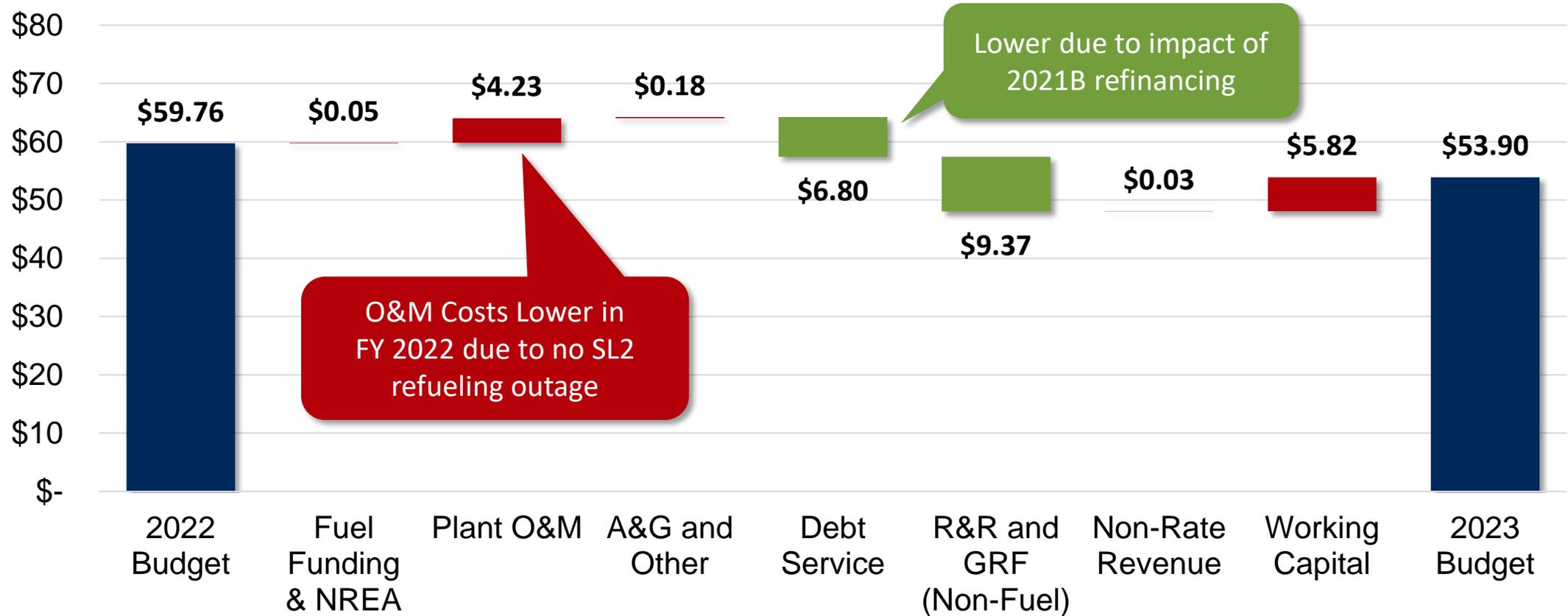


\* Excluding contingency

# FY 2023 Budget Rate ~\$6/MWh < FY 2022 Budget Rate

*O&M, Working Capital Funding Offset by Other Savings*

St. Lucie Project - 2022 Budget to 2023 Budget All-in Rate (\$/MWh)



O&M Costs Lower in FY 2022 due to no SL2 refueling outage

Lower due to impact of 2021B refinancing

■ Totals ■ Decreases ■ Increases



# Solar Projects

# Solar Projects Summary

## *Key Points to Note*

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- FY 2023 Budgets assume the Solar Projects do not come online during FY 2023 due to delays and uncertainty in market
- Will bring back to the Board for budget amendment if ultimately needed



# Pooled Loan Project

# Pooled Loan Project Summary

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- Currently \$21.8M par amount issued
- Current participants:
  - Bushnell \$7.9M
  - Stanton II Project \$3.9M
  - Clewiston \$1.4M
  - Homestead \$8.6M
- Potential future loans for Starke and ARP with a total of \$17M+ being explored
- Approved for up to additional \$25M in loans, with a maximum individual loan amount of \$15 million

# Pooled Loan FY 2023 Budget is \$616,257

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- FMPA A&G billing budgeted at \$2,600 per year regardless of loan amount
- \$3,500 trustee fees per loan remain
- \$1,500 arbitrage fees per loan budgeted for 5 loans
- Start-up costs included as a member service
- Budgeting for up to 6 loans for the year
- Stanton II Project debt service budgeted as an expense for spending authority purposes (conduit loan), with offsetting revenue



# Agency Allocation

# Agency Allocation To Projects

## *FY 2023 Agency Budget Allocation*

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- Calculated based on revised methodology approved by Board in FY 2021
- Pooled Loan program receiving flat fee allocation per loan
- Both solar projects included in calculation but ignored for FY 2023 budget since neither anticipated to be in service

# FY 2023 Proposed Agency Overhead Allocations

	FY 2022 Budget (\$)	FY 2023 Budget (\$) [2]	% Change from FY 2022	With Solar Projects (\$) [3]
Member Assessments [1]	\$60,000	\$63,234	5.4%	\$63,234
St. Lucie Project	746,292	648,536	-13.1%	636,056
Stanton Project	429,235	438,276	2.1%	438,276
Tri-City Project	429,235	438,276	2.1%	438,276
Stanton II Project	537,448	469,463	-12.6%	462,523
Pooled Loan Project	15,000	15,600	4.0%	15,600
Solar Project	--	--	--	175,310
Solar II Project	--	--	--	175,310
Joint Owner Contract Audits	86,000	118,000	37.2%	118,000
All-Requirements Project	14,864,780	15,069,649	1.4%	14,738,448
<b>Total</b>	<b>\$17,167,990</b>	<b>\$17,261,034</b>		<b>\$17,261,034</b>

[1] Assessments to FMPA members that do not participate in an FMPA power supply project.

[2] FY 2023 Budget assumes neither solar project comes online during FY 2023.

[3] Reflects Agency overhead allocations assuming both solar projects were online.

# Recommended Motion

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- Move adoption of the Budget Resolution 2022-B5, which will approve the Fiscal Year 2023 Stanton, Tri-City, Stanton II, St. Lucie, Solar, Solar II, and Pooled Loan Projects Budgets and the Fiscal Year 2023 Agency Allocations

Resolution 2022-B5  
FMPA Board of Directors  
June 23, 2022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FLORIDA MUNICIPAL POWER AGENCY: (I) ESTABLISHING, APPROVING, AND ADOPTING THE ANNUAL BUDGETS FOR THE PROJECTS OF THE FLORIDA MUNICIPAL POWER AGENCY, OTHER THAN THE ALL-REQUIREMENTS POWER SUPPLY PROJECT, AS FOLLOWS:

THIRTY-NINE MILLION FOUR HUNDRED SIXTEEN THOUSAND DOLLARS (\$39,416,000) FOR THE ST. LUCIE PROJECT,

THIRTY-FOUR MILLION NINETY THOUSAND DOLLARS (\$34,090,000) FOR THE STANTON PROJECT,

SEVENTY-FOUR MILLION TWO HUNDRED SIXTY-FOUR THOUSAND DOLLARS (\$74,264,000) FOR THE STANTON II PROJECT,

TWELVE MILLION SIX HUNDRED THIRTEEN THOUSAND DOLLARS (\$12,613,000) FOR THE TRI-CITY PROJECT,

ZERO DOLLARS (\$0) FOR THE SOLAR PROJECT,

ZERO DOLLARS (\$0) FOR THE SOLAR II PROJECT, AND

SIX HUNDRED SIXTEEN THOUSAND TWO HUNDRED FIFTY-SEVEN DOLLARS (\$616,257) FOR THE INITIAL POOLED LOAN PROJECT

FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AND THE CORRESPONDING BUDGET DOCUMENTS; (II) DEFINING BUDGET AMENDMENTS; (III) ESTABLISHING LEVELS OF APPROVAL REQUIRED FOR BUDGET AMENDMENTS; (IV) PROVIDING FOR ACCOUNT ADJUSTMENTS; (V) PROVIDING FOR LAPSE

OF UNEXPENDED FUNDS; (VI) PROVIDING FOR ALLOCATIONS OF THE FLORIDA MUNICIPAL POWER AGENCY GENERAL BUDGET TO THE PROJECTS; (VII) PROVIDING FOR INTERIM FUNDING AND REIMBURSEMENT FROM DEBT FINANCING OF CAPITAL IMPROVEMENTS AND PROVIDING FOR THE RELATED DELEGATION TO AUTHORIZED OFFICERS; (VIII) MAKING A DETERMINATION OF A PUBLIC PURPOSE FOR BUDGETED EXPENDITURES; (IX) PROVIDING FOR A CAP ON FINANCIAL ADVISOR FEES; (X) PROVIDING FOR USE OF THE AGENCY DEVELOPMENT FUND; (XI) PROVIDING FOR SEVERABILITY; AND (XII) PROVIDING AN EFFECTIVE DATE.

Whereas, the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended (the “**Interlocal Agreement**”), requires the Board of Directors of the Florida Municipal Power Agency (the “**Agency**”) to annually approve and adopt a budget for the Agency’s projects, as defined in the Interlocal Agreement, other than the All-Requirements Power Supply Project, for the succeeding fiscal year; and

Whereas, pursuant to these requirements the annual budget documents for the budgets of the Agency’s projects, other than the All-Requirements Power Supply Project, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, (“**Fiscal Year 2023**”) have been prepared and presented by Agency staff, reviewed and approved by the Finance Committee, and recommended for approval to the Board of Directors.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FLORIDA MUNICIPAL POWER AGENCY THAT:

SECTION I. **Project Budgets.** (A) The budgets for the Agency’s projects, other than the All-Requirements Power Supply Project, for Fiscal Year 2023 are hereby established as follows:

- (i) \$39,416,000 for the St. Lucie Project,
- (ii) \$34,090,000 for the Stanton Project,
- (iii) \$74,264,000 for the Stanton II Project,
- (iv) \$12,613,000 for the Tri-City Project,
- (v) \$0 for the Solar Project,
- (vi) \$0 for the Solar II Project, and
- (vii) \$616,257 for the Initial Pooled Loan Project.

(collectively, the St. Lucie Project, Stanton Project, Stanton II Project, Tri-City Project, Solar Project, Solar II Project, and Initial Pooled Loan Project budgets established in this Section I(A) are the “**Fiscal Year 2023 Project Budgets**”). The Fiscal Year 2023 Project Budgets are established hereby as finally approved by the Finance Committee, and described in detail in the “**Fiscal Year 2023 Budget Book.**” The Fiscal Year 2023 Budget Book as it relates to the Fiscal Year 2023 Project Budgets is incorporated by this reference as a material part of this resolution.

(B) The Fiscal Year 2023 Project Budgets, as established in subsection (A) above and described in detail in the Fiscal Year 2023 Budget Book, are hereby approved and adopted. Approval is also hereby given to those documents in the Fiscal Year 2023 Budget Book related to the plan for the Agency’s projects, other than the All-Requirements Power Supply Project, for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2024**”), which are hereby approved as the plan to be used to prepare the Fiscal Year 2024 budgets for the Agency’s projects, other than the All-Requirements Power Supply Project (the “**Fiscal Year 2024 Projects Budget Plan**”).

SECTION II. **Definition of Budget Amendments.** For purposes of this Resolution, “**Budget Amendment**” means an increase or decrease in any expenditure within the Fiscal Year 2023 Project Budgets, the effect of which alters the total dollar amount of any of the Fiscal Year 2023 Project Budgets.

SECTION III. **Approval of Budget Amendments.** The Fiscal Year 2023 Project Budgets may only be amended by the Board of Directors at a duly called meeting of the Board of Directors by resolution and in accordance with Agency requirements and requirements of law.

SECTION IV. **Account Adjustment.** The General Manager may adjust the appropriate accounts for the Fiscal Year 2023 Project Budgets by a maximum amount of unexpended funds for approved and appropriated project expenditures (other than expenditures for the All-Requirements Power Supply Project) for undertakings remaining active as of September 30, 2022. However, any such adjustment must be reported to and approved by the Board of Directors, in accordance with Section III.

SECTION V. **Lapse of Unexpended Funds.** Any funds in the Fiscal Year 2023 Project Budgets appropriated but not expended, unless otherwise amended pursuant to Section III, automatically lapse upon FMPA’s close of business on September 30, 2023, unless otherwise approved by a resolution of the Board of Directors.

SECTION VI. **Project Allocations.** The Board of Directors hereby allocates financial responsibility for the Agency general budget for Fiscal Year 2023, as adopted by the Executive Committee, to the Agency’s projects in the following percentages:<sup>[NB]</sup>

- (i) All-Requirements Power Supply Project ..... 87.30%
- (ii) St. Lucie Project ..... 3.76%
- (iii) Stanton Project ..... 2.54%
- (iv) Stanton II Project ..... 2.72%
- (v) Tri-City Project ..... 2.54%
- (vi) Solar Project ..... 0%
- (vii) Solar II Project..... 0%
- (viii) Initial Pooled Loan Project.....0.09%

<sup>[NB]</sup> The amounts shown in clauses (i) through (viii) of this Section VI do not add to 100% due to rounding and the inclusion of other revenue amounts, other than project allocations, for the coverage of certain costs, as described in the Fiscal Year 2023 Budget Book and the Agency and ARP Fiscal Year 2023 Budgets, as defined in Resolution 2022-EC1, adopted by the FMPA Executive Committee on an even date herewith.

SECTION VII. **Interim Funding of Total Capital Financed.** (A) Capital improvements described in the Fiscal Year 2023 Project Budgets under the heading of “Fiscal Year 2023 Budget Capital Funding Plan,” “Fiscal Year 2023 Budget Capital Plan,” or otherwise described as expected to be financed with loans or other debt obligations may initially be paid with other temporarily available funds of the Agency, pending issuance of such loans or other debt; it is the expectation of the Agency that such expended amounts will be reimbursed when the proceeds of such debt become available, that the maximum principal amount of debt issued for such purposes will also include the amount necessary to fund associated issuance costs, debt reserve funds, capitalized interest and similar items customarily included in a debt financing of such capital expenditures (as grossed up, for purposes of this Section VII, the “**Maximum Principal Amount**”), and it is the Agency’s intention that this Section VII be treated as a statement of the Agency’s “official intent” within the meaning of IRS regulations section 1.150-2. While this is the current intention of the Agency, it does not in any way obligate the Agency to proceed with tax-exempt financing for any such expenditures, or to reimburse itself from the proceeds of any such loan or debt financing or financings which may be undertaken, in the event that the Agency later determines that such action is not in its best interest. In addition, in the event that (i) it becomes apparent during Fiscal Year 2023 that the actual costs of capital improvements for Fiscal Year 2023 may or will exceed the amount set forth in the Fiscal Year 2023 Project Budgets as adopted; (ii) the Agency determines that the amount expected to be financed with loans or other debt obligations will exceed the Maximum Principal Amount; or (iii) the Florida Municipal Power Agency otherwise

determines that a further statement of “official intent” is warranted due to other changes in circumstances; then, a further statement of “official intent” under applicable federal income tax regulations may be subsequently adopted by the Authorized Officers (as set forth further in Section VII(B)) in a timely manner in order to preserve the ability to reimburse such excess from the proceeds of additional loans or debt obligations.

(B) For purposes of Section VII(A), “**Authorized Officers**” means (i) the Chair of the Board of Directors or the Vice Chair of the Board of Directors or the elected Treasurer of the Board of Directors and (ii) the General Manager and CEO of FMPA or the Chief Financial Officer of FMPA.

**SECTION VIII. Determination of a Public Purpose.** The Board of Directors hereby determines that all budgeted expenditures described in the Fiscal Year 2023 Project Budgets, and those otherwise permitted and within the limits established in the Fiscal Year 2023 Project Budgets, have and do serve a public purpose and further the purposes of the Agency and each of the Agency’s projects (other than the All-Requirements Power Supply Project), as provided for in the Interlocal Agreement, the Power Sales Contracts and Project Support Contracts between FMPA and each of the Project Participants (as defined therein) and other applicable project agreements, and applicable law.

**SECTION IX Cap on Financial Advisor Fees.** In March 2018 the FMPA Board of Directors and FMPA Executive Committee approved engaging Dunlap & Associates, Inc. (“**Dunlap**”) and PFM Financial Advisors LLC (“**PFM**”) as the Managing Financial Advisor and Co-Financial Advisor, respectively, with the understanding that the total fees paid for both firms would not exceed the total fees paid for financial advisor services in the previous year. The Board of Directors hereby caps the budgetary authority for financial advisor fees paid to both Dunlap and PFM, together, at no more than a total of \$185,000 for Fiscal Year 2023, regardless of whether those financial advisor fees are provided for in the Agency and ARP Fiscal Year 2023 Budgets, or elsewhere.

**SECTION X. Use of the Agency Development Fund.** For any use of the Agency Development Fund authorized during Fiscal Year 2023 by the Board of Directors, consideration must be given to whether moneys to be repaid to the Development Fund should be repaid with interest, or not. In making such consideration, the Board of Directors hereby directs the staff to make a recommendation, including a recommended interest rate or methodology, for the term of repayment, considering then-current interest rate and other financial market conditions.

SECTION XI. **Severability.** If one or more provisions of this resolution should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be deemed to be severable from the remaining provisions hereof, and shall in no way affect the validity or enforceability of such remaining provisions.

SECTION XI. **Effective Date.** This resolution shall take effect immediately upon its adoption.

This Resolution 2022-B5 is hereby approved and adopted by the Board of Directors of the Florida Municipal Power Agency on June 23, 2022.

\_\_\_\_\_  
Chair, Board of Directors

I HEREBY CERTIFY that on June 23, 2022, the above Resolution 2022-B5 was approved and adopted by the Board of Directors of the Florida Municipal Power Agency, and that this is a true and conformed copy of Resolution 2022-B5.

ATTEST:

\_\_\_\_\_  
Secretary or Assistant Secretary

SEAL



# Stanton Project

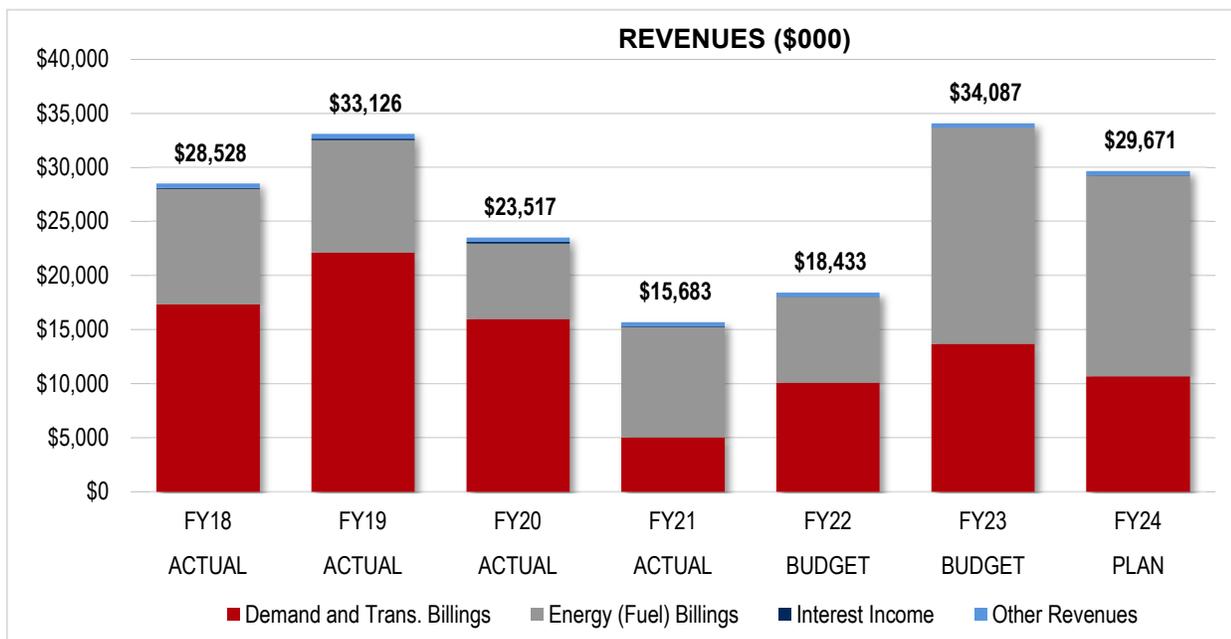
**FLORIDA MUNICIPAL POWER AGENCY  
STANTON PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)**

Line No.	Description	Actual FY 2021	Budget FY 2022	Y/E Est. [1] FY 2022	Proposed		% Increase/Decrease		
					Budget FY 2023	Plan FY 2024	FY22 Est/ FY22 Bud/	FY23 Bud/ FY22 Bud/	FY24 Bud/ FY23 Bud/
<b>REVENUES</b>									
<i>Participant Billings:</i>									
1	Demand	\$ 3,665	\$ 8,567	\$ 8,567	\$ 12,099	\$ 9,053	(0.0%)	41.2%	(25.2%)
2	Energy (Fuel)	\$ 10,219	\$ 7,927	\$ 17,420	\$ 20,020	\$ 18,562	119.7%	152.5%	(7.3%)
3	Transmission	\$ 1,353	\$ 1,511	\$ 1,511	\$ 1,571	\$ 1,626	0.0%	3.9%	3.5%
4	Total Participant Billings	\$ 15,237	\$ 18,005	\$ 27,498	\$ 33,689	\$ 29,240	52.7%	87.1%	(13.2%)
<i>Other Income</i>									
5	Brine Plant and Other	384	385	371	385	395	(3.7%)	0.0%	2.6%
6	Interest Income	62	43	5	13	36	(89.0%)	(70.6%)	183.9%
7	Total Other Income	446	428	376	398	431	(12.3%)	(7.1%)	8.4%
8	<b>Total Revenues</b>	\$ 15,683	\$ 18,433	\$ 27,873	\$ 34,087	\$ 29,671	51.2%	84.9%	(13.0%)
<b>EXPENSES</b>									
<i>Operating Expenses</i>									
9	Fuel Burned - Variable	\$ 10,219	\$ 7,927	\$ 17,420	\$ 20,020	\$ 18,562	119.7%	152.5%	(7.3%)
10	Operation and Maintenance Expenses	4,844	5,989	6,411	6,320	6,243	7.0%	5.5%	(1.2%)
11	User Fee	184	175	168	175	180	(4.2%)	0.0%	2.9%
12	OUC Transmission	1,417	1,511	1,518	1,571	1,626	0.4%	3.9%	3.5%
13	OUC A&G Expenses	939	1,004	1,570	1,700	1,762	56.4%	69.3%	3.6%
14	FMPA A&G Expenses	394	475	429	438	449	(9.6%)	(7.7%)	2.5%
15	Other Expenses	11	14	16	17	17	13.3%	17.9%	3.0%
16	Total Operating Expenses	\$ 18,007	\$ 17,095	\$ 27,531	\$ 30,240	\$ 28,838	61.0%	76.9%	(4.6%)
<i>Fund Contributions</i>									
17	Renewal & Replacement	350	2,000	2,000	1,750	500	0.0%	(12.5%)	(71.4%)
18	General Reserve Funding	-	500	500	500	500	0.0%	(0.0%)	0.0%
19	Debt Service Deposit	-	-	-	-	-	N/A	N/A	N/A
20	Total Fund Contributions	350	2,500	2,500	2,250	1,000	0.0%	-10.0%	-55.6%
21	<b>Total Expenses</b>	\$ 18,357	\$ 19,595	\$ 30,031	\$ 32,490	\$ 29,838	53.3%	65.8%	(8.2%)
22	<b>NET INCOME BEFORE REGULATORY ADJUST.</b>	\$ (2,674)	\$ (1,162)	\$ (2,158)	\$ 1,597	\$ (167)			
23	<b>Contingency (Unfunded)</b>	\$ -	\$ -	\$ -	\$ 1,600	\$ -			
24	<b>Total Spending Authority</b>	\$ 19,474	\$ 19,595	\$ 34,000	\$ 34,090	\$ -			
25	Generation (Sales) (GWh)	322	256	317	297	311	23.8%	16.2%	4.7%
26	Capacity Factor (%)	56%	44%	55%	52%	54%			
27	Fuel Cost (\$/MWh)	\$ 31.78	\$ 31.00	\$ 55.01	\$ 67.35	\$ 59.66	77.5%	117.3%	(11.4%)
28	Total Cost (\$/MWh)	\$ 57.09	\$ 76.63	\$ 94.84	\$ 109.30	\$ 95.91	23.8%	42.6%	(12.3%)
29	Participant Cost (\$/MWh)	\$ 55.71	\$ 74.95	\$ 93.66	\$ 107.97	\$ 94.53	25.0%	44.0%	(12.4%)
30	Billed Cost (\$/MWh)	\$ 47.39	\$ 70.41	\$ 86.84	\$ 113.34	\$ 93.99	23.3%	61.0%	(17.1%)

## FLORIDA MUNICIPAL POWER AGENCY STANTON PROJECT

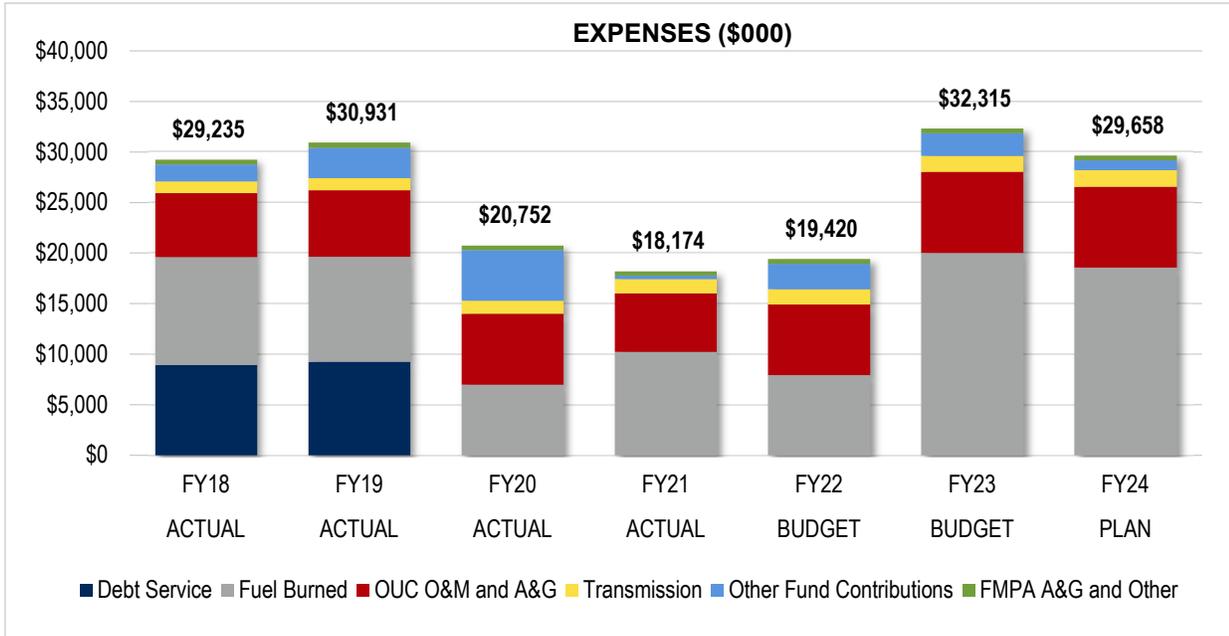
### Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan Comparison of Budget to Historical Revenues and Expenses



REVENUES	(\$000)							
	ACTUAL FY18	ACTUAL FY19	ACTUAL FY20	ACTUAL FY21	BUDGET FY22	BUDGET FY23	PLAN FY24	
Demand and Trans. Billings	\$ 17,328	\$ 22,138	\$ 15,989	\$ 5,018	\$ 10,078	\$ 13,669	\$ 10,679	
Energy (Fuel) Billings	10,700	10,383	6,966	10,219	7,927	20,020	18,562	
Interest Income	89	153	182	62	43	17	49	
Other Revenues	412	452	379	384	385	380	382	
<b>Total Revenues</b>	<b>\$ 28,528</b>	<b>\$ 33,126</b>	<b>\$ 23,517</b>	<b>\$ 15,683</b>	<b>\$ 18,433</b>	<b>\$ 34,087</b>	<b>\$ 29,671</b>	

## FLORIDA MUNICIPAL POWER AGENCY STANTON PROJECT

### Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan Comparison of Budget to Historical Revenues and Expenses



EXPENSES	(\$000)						
	ACTUAL FY18	ACTUAL FY19	ACTUAL FY20	ACTUAL FY21	BUDGET FY22	BUDGET FY23	PLAN FY24
Debt Service	\$ 8,921	\$ 9,242	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel Burned	10,700	10,383	6,966	10,219	7,927	20,020	18,562
OUC O&M and A&G	6,306	6,605	7,036	5,783	6,993	8,020	8,005
Transmission	1,176	1,170	1,289	1,417	1,511	1,571	1,626
Other Fund Contributions	1,658	3,000	5,000	350	2,500	2,250	1,000
FMPA A&G and Other	474	531	461	405	489	455	466
<b>Total Expenses</b>	<b>\$ 29,235</b>	<b>\$ 30,931</b>	<b>\$ 20,752</b>	<b>\$ 18,174</b>	<b>\$ 19,420</b>	<b>\$ 32,315</b>	<b>\$ 29,658</b>
Generation (Sales) (GWh)	336.4	332.1	228.9	321.5	255.7	297.2	311.1
Total Power Cost (\$/MWh)	\$ 86.91	\$ 93.14	\$ 90.64	\$ 56.52	\$ 75.94	\$ 108.72	\$ 95.33
Participant Billed Power Cost (\$/MWh)	\$ 83.33	\$ 97.92	\$ 100.26	\$ 47.39	\$ 70.41	\$ 113.34	\$ 93.99

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2023 BUDGET**

**OPERATION AND MAINTENANCE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023	Minimum Recomm. Balance
Operation & Maintenance (O&M) Account	\$ 3,099	\$ 2,709	\$ 13	\$ (117)	\$ 5,704	\$ 5,704
Working Capital Account	600	-	-	-	600	600
Rate Stabilization Account	1,400	-	-	-	1,400	1,400
<b>Total Operation and Maintenance Fund</b>	<b>\$ 5,099</b>	<b>\$ 2,709</b>	<b>\$ 13</b>	<b>\$ (117)</b>	<b>\$ 7,704</b>	<b>\$ 7,704 [1]</b>

[1] Minimum recommended balance is amount required to meet operating expenses for the next 60 days.  
Minimum per bond resolution is half the recommended amount.

**DEBT SERVICE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
*Debt Service Accounts					
Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
<b>Total Debt Service Accounts</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Account minimums will be in compliance with Bond Resolution.

**SUBORDINATED DEBT SERVICE**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
*Loans					
Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
<b>Total Loans</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Subordinated Debt paid from O&M account

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2023 BUDGET**

**RESERVE AND CONTINGENCY FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023	Minimum Recomm. Balance
Renewal & Replacement (R&R) Account	\$ 3,970	\$ 1,750	\$ 23	\$ (2,662)	\$ 3,081	\$ 3,000 [2]
Contingency Account	1,070	\$ -	\$ 2	\$ -	\$ 1,072	

[2] The Stanton Project's minimum targeted balance is \$3 million.

**GENERAL RESERVE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
General Reserve Fund	\$ 9,604	\$ 500	\$ 39	\$ -	\$ 10,143

**CAPITAL FUNDING PLAN**

	Fiscal Year FY 2023
<b><u>Capital Funded from Renewal &amp; Replacement</u></b>	
Stanton 1 Capital	\$ 323
Stanton Common Facilities	\$ 2,339
Total Capital	<u>\$ 2,662</u>

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2024 PLAN**

**OPERATION AND MAINTENANCE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024	Minimum Recomm. Balance
Operation & Maintenance (O&M) Account	\$ 5,704	\$ 461	\$ 36	\$ (628)	\$ 5,573	\$ 5,573
Working Capital Account	600	-	-	-	600	600
Rate Stabilization Account	1,400	-	-	-	1,400	1,400
<b>Total Operation and Maintenance Fund</b>	<b>\$ 7,704</b>	<b>\$ 461</b>	<b>\$ 36</b>	<b>\$ (628)</b>	<b>\$ 7,573</b>	<b>\$ 7,573 [1]</b>

[1] Minimum recommended balance is amount required to meet operating expenses for the next 60 days.  
Minimum per bond resolution is half the recommended amount.

**DEBT SERVICE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024
*Debt Service Accounts					
Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
<b>Total Debt Service Accounts</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Account minimums will be in compliance with Bond Resolution.

**SUBORDINATED DEBT SERVICE**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024
*Loans					
Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
<b>Total Loans</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Subordinated Debt paid from O&M account

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON PROJECT**

Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances

**FISCAL YEAR 2024 PLAN**

**RESERVE AND CONTINGENCY FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024	Minimum Recomm. Balance
Renewal & Replacement (R&R) Account	\$ 3,081	\$ 500	\$ 18	\$ (577)	\$ 3,022	\$ 3,000 [2]
Contingency Account	\$ 1,072	\$ -	\$ 2	\$ -	\$ 1,074	

[2] The Stanton Project's minimum targeted balance is \$3 million.

**GENERAL RESERVE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024
General Reserve Fund	\$ 10,143	\$ 500	\$ 41	\$ -	\$ 10,684

**CAPITAL FUNDING PLAN**

	Fiscal Year FY 2024
<b><u>Capital Funded from Renewal &amp; Replacement</u></b>	
Stanton 1 Capital	\$ 82
Stanton Common Facilities	\$ 496
Total Capital	\$ 577

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Five-Year Capital Plan (\$000)**

Activity	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Renewal and Replacement Beginning Balance	\$ 3,970	\$ 3,081	\$ 3,022	\$ 3,141	\$ 3,011
Capital Expenses - Stanton 1	(323)	(82)	(74)	(74)	(74)
Capital Expenses - Common Facilities	(2,339)	(496)	(74)	(74)	(74)
Capital Expenses Paid from General Reserve Fund	0	0	0	0	0
Renewal and Replacement Contributions	1,750	500	250	0	0
Retained Interest Earnings	23	18	17	18	17
Renewal and Replacement Ending Balance [1]	\$ 3,081	\$ 3,022	\$ 3,141	\$ 3,011	\$ 2,880

[1] Plan is to fund to and maintain a \$3 million balance for future capital needs and unanticipated capital changes made by the operator owner.



## Tri-City Project

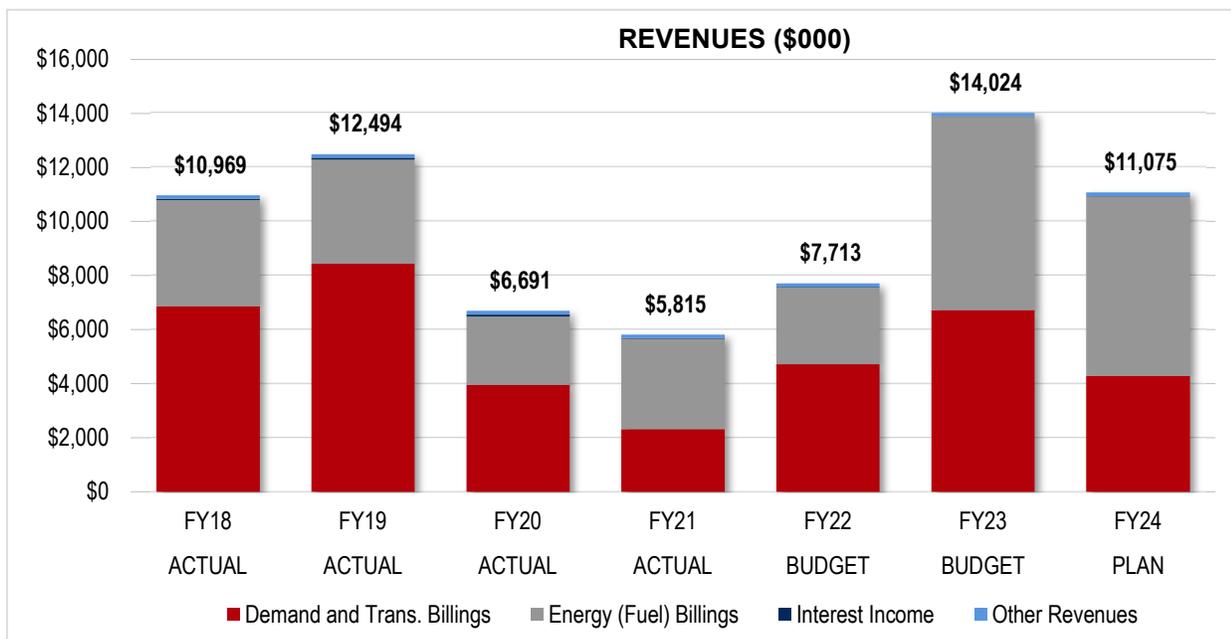
**FLORIDA MUNICIPAL POWER AGENCY  
TRI-CITY PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)**

Line No.	Description	Actual FY 2021	Budget FY 2022	Y/E Est. [1] FY 2022	Proposed		% Increase/Decrease		
					Budget FY 2023	Plan FY 2024	FY22 Est/ FY22 Bud/	FY23 Bud/ FY22 Bud/	FY24 Bud/ FY23 Bud/
<b>REVENUES</b>									
<i>Participant Billings:</i>									
1	Demand	\$ 1,837	\$ 4,203	\$ 4,203	\$ 6,156	\$ 3,698	(0.0%)	46.5%	(39.9%)
2	Energy (Fuel)	\$ 3,341	\$ 2,835	\$ 6,139	\$ 7,161	\$ 6,640	116.5%	152.6%	(7.3%)
3	Transmission	\$ 479	\$ 519	\$ 519	\$ 563	\$ 582	(0.0%)	8.4%	3.5%
4	<b>Total Participant Billings</b>	<b>\$ 5,657</b>	<b>\$ 7,557</b>	<b>\$ 10,861</b>	<b>\$ 13,880</b>	<b>\$ 10,920</b>	<b>43.7%</b>	<b>83.7%</b>	<b>(21.3%)</b>
<i>Other Income</i>									
5	Brine Plant and Other	137	136	133	138	141	(2.5%)	1.3%	2.6%
6	Interest Income	22	20	3	6	14	(84.2%)	(69.4%)	123.4%
7	<b>Total Other Income</b>	<b>159</b>	<b>156</b>	<b>136</b>	<b>144</b>	<b>155</b>	<b>(12.9%)</b>	<b>(7.8%)</b>	<b>7.7%</b>
8	<b>Total Revenues</b>	<b>\$ 5,815</b>	<b>\$ 7,713</b>	<b>\$ 10,997</b>	<b>\$ 14,024</b>	<b>\$ 11,075</b>	<b>42.6%</b>	<b>81.8%</b>	<b>(21.0%)</b>
<b>EXPENSES</b>									
<i>Operating Expenses</i>									
9	Fuel Burned - Variable	\$ 3,341	\$ 2,835	\$ 6,139	\$ 7,161	\$ 6,640	116.5%	152.6%	(7.3%)
10	Operation and Maintenance Expenses	1,722	2,141	2,293	2,261	2,233	7.1%	5.6%	(1.2%)
11	User Fee	66	62	60	63	64	(3.3%)	1.0%	2.9%
12	OUC Transmission	505	519	544	563	582	4.7%	8.4%	3.5%
13	OUC A&G Expenses	336	360	562	608	630	56.0%	68.9%	3.6%
14	FMPA A&G Expenses	394	429	429	438	449	0.1%	2.2%	2.5%
15	Other Expenses	8	13	13	19	19	(0.2%)	46.2%	0.0%
16	<b>Total Operating Expenses</b>	<b>\$ 6,370</b>	<b>\$ 6,359</b>	<b>\$ 10,040</b>	<b>\$ 11,113</b>	<b>\$ 10,618</b>	<b>57.9%</b>	<b>74.7%</b>	<b>(4.5%)</b>
<i>Fund Contributions</i>									
17	Renewal & Replacement	150	750	750	600	300	0.0%	(20.0%)	(50.0%)
18	General Reserve Funding	-	150	150	300	300	0.0%	100.0%	0.0%
19	Debt Service Deposit	-	-	-	-	-	N/A	N/A	N/A
20	<b>Total Fund Contributions</b>	<b>150</b>	<b>900</b>	<b>900</b>	<b>900</b>	<b>600</b>	<b>0.0%</b>	<b>0.0%</b>	<b>-33.3%</b>
21	<b>Total Expenses</b>	<b>\$ 6,520</b>	<b>\$ 7,259</b>	<b>\$ 10,940</b>	<b>\$ 12,013</b>	<b>\$ 11,218</b>	<b>50.7%</b>	<b>65.5%</b>	<b>(6.6%)</b>
22	<b>NET INCOME BEFORE REGULATORY ADJUST.</b>	<b>\$ (705)</b>	<b>\$ 454</b>	<b>\$ 57</b>	<b>\$ 2,011</b>	<b>\$ (143)</b>			
23	<b>Contingency (Unfunded)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 600</b>				
24	<b>Total Spending Authority</b>	<b>\$ 7,518</b>	<b>\$ 7,259</b>	<b>\$ 12,500</b>	<b>\$ 12,613</b>				
25	Generation (Sales) (GWh)	103	91	112	106	111	22.7%	16.2%	4.7%
26	Capacity Factor (%)	50%	44%	55%	52%	54%			
27	Fuel Cost (\$/MWh)	\$ 32.32	\$ 31.00	\$ 54.69	\$ 67.35	\$ 59.66	76.4%	117.3%	(11.4%)
28	Total Cost (\$/MWh)	\$ 63.08	\$ 79.36	\$ 97.46	\$ 112.98	\$ 100.80	22.8%	42.4%	(10.8%)
29	Participant Cost (\$/MWh)	\$ 61.54	\$ 77.65	\$ 96.25	\$ 111.62	\$ 99.41	23.9%	43.7%	(10.9%)
30	Billed Cost (\$/MWh)	\$ 54.72	\$ 82.62	\$ 96.75	\$ 130.53	\$ 98.12	17.1%	58.0%	(24.8%)

## FLORIDA MUNICIPAL POWER AGENCY TRI-CITY PROJECT

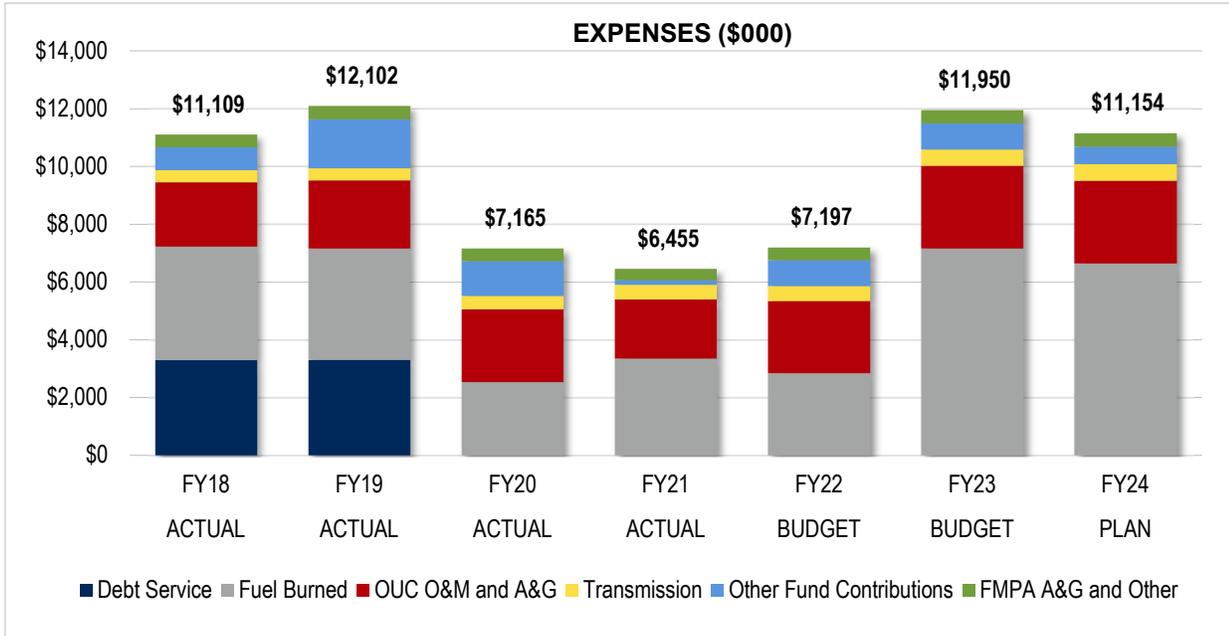
### Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan Comparison of Budget to Historical Revenues and Expenses



REVENUES	(\$000)							
	ACTUAL FY18	ACTUAL FY19	ACTUAL FY20	ACTUAL FY21	BUDGET FY22	BUDGET FY23	PLAN FY24	
Demand and Trans. Billings	\$ 6,858	\$ 8,443	\$ 3,951	\$ 2,316	\$ 4,722	\$ 6,718	\$ 4,280	
Energy (Fuel) Billings	3,936	3,853	2,529	3,341	2,835	7,161	6,640	
Interest Income	47	64	76	22	20	9	20	
Other Revenues	128	134	135	137	136	135	135	
<b>Total Revenues</b>	<b>\$ 10,969</b>	<b>\$ 12,494</b>	<b>\$ 6,691</b>	<b>\$ 5,815</b>	<b>\$ 7,713</b>	<b>\$ 14,024</b>	<b>\$ 11,075</b>	

## FLORIDA MUNICIPAL POWER AGENCY TRI-CITY PROJECT

### Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan Comparison of Budget to Historical Revenues and Expenses



EXPENSES	(\$000)						
	ACTUAL FY18	ACTUAL FY19	ACTUAL FY20	ACTUAL FY21	BUDGET FY22	BUDGET FY23	PLAN FY24
Debt Service	\$ 3,286	\$ 3,302	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel Burned	3,936	3,853	2,529	3,341	2,835	7,161	6,640
OUC O&M and A&G	2,235	2,364	2,529	2,057	2,501	2,869	2,863
Transmission	415	415	456	505	519	563	582
Other Fund Contributions	787	1,700	1,200	150	900	900	600
FMPA A&G and Other	449	468	451	402	442	457	468
<b>Total Expenses</b>	<b>\$ 11,109</b>	<b>\$ 12,102</b>	<b>\$ 7,165</b>	<b>\$ 6,455</b>	<b>\$ 7,197</b>	<b>\$ 11,950</b>	<b>\$ 11,154</b>
Generation (Sales) (GWh)	124.6	121.9	77.8	103.4	91.5	106.3	111.3
Total Power Cost (\$/MWh)	\$ 89.19	\$ 99.26	\$ 92.08	\$ 62.44	\$ 78.68	\$ 112.39	\$ 100.22
Participant Billed Power Cost (\$/MWh)	\$ 86.66	\$ 100.86	\$ 83.29	\$ 54.72	\$ 82.62	\$ 130.53	\$ 98.12

**FLORIDA MUNICIPAL POWER AGENCY  
TRI-CITY PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2023 BUDGET**

**OPERATION AND MAINTENANCE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023	Minimum Recomm. Balance
Operation & Maintenance (O&M) Account	\$ 937	\$ 2,011	\$ 6	\$ (397)	\$ 2,557	\$ 2,557
Working Capital Account	225	-	-	-	225	225
Rate Stabilization Account	150	-	-	-	150	150
<b>Total Operation and Maintenance Fund</b>	<b>\$ 1,312</b>	<b>\$ 2,011</b>	<b>\$ 6</b>	<b>\$ (397)</b>	<b>\$ 2,932</b>	<b>\$ 2,932 [1]</b>

[1] Minimum recommended balance is amount required to meet operating expenses for the next 60 days.  
Minimum per bond resolution is half the recommended amount.

**DEBT SERVICE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
*Debt Service Accounts					
Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
<b>Total Debt Service Accounts</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Account minimums will be in compliance with Bond Resolution.

**SUBORDINATED DEBT SERVICE**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
*Loans					
Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
<b>Total Loans</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Subordinated Debt paid from O&M account

**FLORIDA MUNICIPAL POWER AGENCY  
TRI-CITY PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2023 BUDGET**

**RESERVE AND CONTINGENCY FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023	Minimum Recomm. Balance
Renewal & Replacement (R&R) Account	\$ 1,408	\$ 600	\$ 6	\$ (952)	\$ 1,062	\$ 1,000 [2]
Contingency Account	326	\$ -	\$ 2	\$ -	\$ 328	

[2] The Tri-City Project's minimum targeted balance is \$1 million.

**GENERAL RESERVE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
General Reserve Fund	\$ 876	\$ 300	\$ 4	\$ -	\$ 1,179

**CAPITAL FUNDING PLAN**

	Fiscal Year FY 2023
<b><u>Capital Funded from Renewal &amp; Replacement</u></b>	
Stanton 1 Capital	\$ 116
Stanton Common Facilities	\$ 837
Total Capital	<u>\$ 952</u>

**FLORIDA MUNICIPAL POWER AGENCY  
TRI-CITY PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2024 PLAN**

**OPERATION AND MAINTENANCE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024	Minimum Recomm. Balance
Operation & Maintenance (O&M) Account	\$ 2,557	\$ 123	\$ 14	\$ (266)	\$ 2,428	\$ 2,428
Working Capital Account	225	-	-	-	225	225
Rate Stabilization Account	150	-	-	-	150	150
<b>Total Operation and Maintenance Fund</b>	<b>\$ 2,932</b>	<b>\$ 123</b>	<b>\$ 14</b>	<b>\$ (266)</b>	<b>\$ 2,803</b>	<b>\$ 2,803 [1]</b>

[1] Minimum recommended balance is amount required to meet operating expenses for the next 60 days.  
Minimum per bond resolution is half the recommended amount.

**DEBT SERVICE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024
*Debt Service Accounts					
Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
<b>Total Debt Service Accounts</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Account minimums will be in compliance with Bond Resolution.

**SUBORDINATED DEBT SERVICE**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024
*Loans					
Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-
<b>Total Loans</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Subordinated Debt paid from O&M account

**FLORIDA MUNICIPAL POWER AGENCY  
TRI-CITY PROJECT**

Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances

**FISCAL YEAR 2024 PLAN**

**RESERVE AND CONTINGENCY FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024	Minimum Recomm. Balance
Renewal & Replacement (R&R) Account	\$ 1,062	\$ 300	\$ 5	\$ (206)	\$ 1,160	\$ 1,000 [2]
Contingency Account	\$ 328	\$ -	\$ 2	\$ -	\$ 330	

[2] The Tri-City Project's minimum targeted balance is \$1 million.

**GENERAL RESERVE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024
General Reserve Fund	\$ 1,179	\$ 300	\$ 5	\$ -	\$ 1,485

**CAPITAL FUNDING PLAN**

	Fiscal Year FY 2024
<b><u>Capital Funded from Renewal &amp; Replacement</u></b>	
Stanton 1 Capital	\$ 29
Stanton Common Facilities	\$ 177
Total Capital	<u>\$ 206</u>

**FLORIDA MUNICIPAL POWER AGENCY  
TRI-CITY PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Five-Year Capital Plan (\$000)**

Activity	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Renewal and Replacement Beginning Balance	\$ 1,408	\$ 1,062	\$ 1,160	\$ 1,213	\$ 1,165
Capital Expenses - Stanton 1	(116)	(29)	(27)	(27)	(27)
Capital Expenses - Common Facilities	(837)	(177)	(27)	(27)	(27)
Capital Expenses Paid from General Reserve Fund	0	0	0	0	0
Renewal and Replacement Contributions	600	300	100	0	0
Retained Interest Earnings	6	5	5	5	5
Renewal and Replacement Ending Balance [1]	\$ 1,062	\$ 1,160	\$ 1,213	\$ 1,165	\$ 1,117

[1] Plan is to fund to and maintain a \$1 million balance for future capital needs and unanticipated capital changes made by the operator owner.



# Stanton II Project

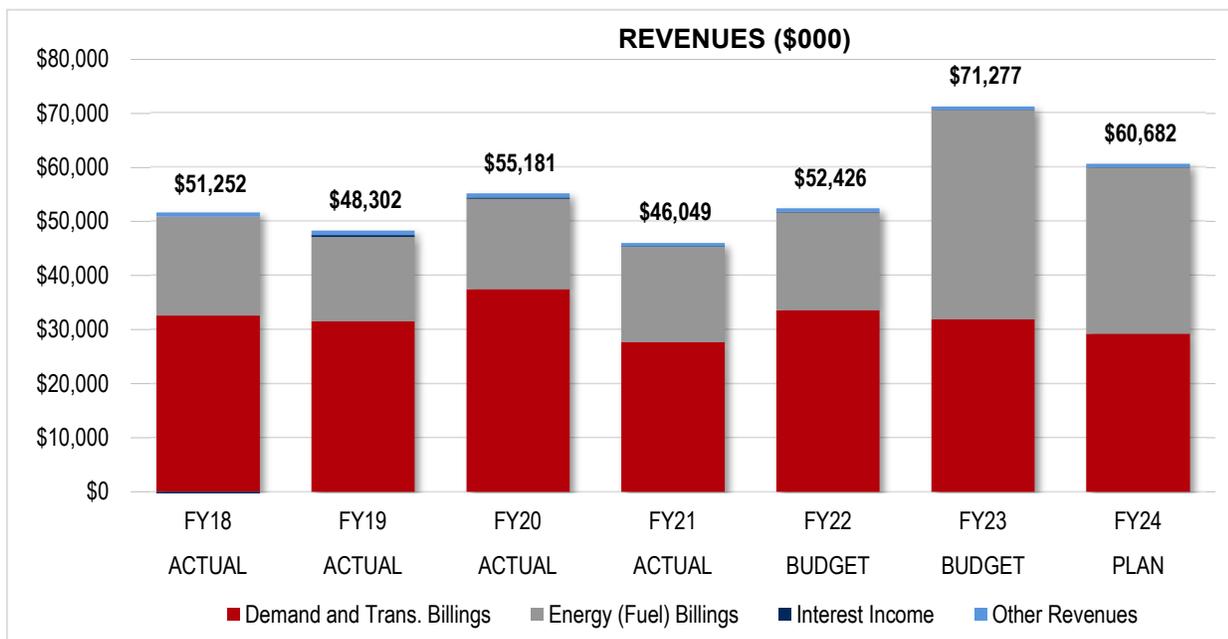
**FLORIDA MUNICIPAL POWER AGENCY  
STANTON II PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)**

Line No.	Description	Actual FY 2021	Budget FY 2022	Y/E Est. [1] FY 2022	Proposed		% Increase/Decrease		
					Budget FY 2023	Plan FY 2024	FY22 Est/ FY22 Bud/	FY23 Bud/ FY22 Bud/	FY24 Bud/ FY23 Bud/
<b>REVENUES</b>									
<i>Participant Billings:</i>									
1	Demand	\$ 25,635	\$ 31,112	\$ 31,112	\$ 29,347	\$ 26,622	0.0%	(5.7%)	(9.3%)
2	Energy (Fuel)	\$ 17,692	\$ 18,115	\$ 24,759	\$ 38,721	\$ 30,741	36.7%	113.8%	(20.6%)
3	Transmission	\$ 1,990	\$ 2,458	\$ 2,458	\$ 2,555	\$ 2,645	0.0%	4.0%	3.5%
4	Total Participant Billings	\$ 45,316	\$ 51,685	\$ 58,329	\$ 70,624	\$ 60,008	12.9%	36.6%	(15.0%)
<i>Other Income</i>									
5	Brine Plant and Other	602	605	581	604	619	(3.9%)	(0.2%)	2.6%
6	Interest Income	131	136	24	49	55	(82.4%)	(63.9%)	11.3%
7	Total Other Income	733	741	605	653	674	(18.3%)	(11.9%)	3.3%
8	<b>Total Revenues</b>	\$ 46,049	\$ 52,426	\$ 58,934	\$ 71,277	\$ 60,682	12.4%	36.0%	(14.9%)
<b>EXPENSES</b>									
<i>Operating Expenses</i>									
9	Fuel Burned - Variable	\$ 17,692	\$ 18,115	\$ 24,772	\$ 38,721	\$ 30,741	36.7%	113.8%	(20.6%)
10	Operation and Maintenance Expenses	8,172	8,911	7,227	8,168	8,098	(18.9%)	(8.3%)	(0.9%)
11	User Fee	250	232	209	232	239	(9.7%)	(0.1%)	2.9%
12	OUC Transmission	2,297	2,458	2,469	2,555	2,645	0.4%	4.0%	3.5%
13	OUC A&G Expenses	1,472	1,575	2,462	2,666	2,762	56.3%	69.2%	3.6%
14	FMPA A&G Expenses	470	525	459	469	481	(12.5%)	(10.6%)	2.5%
15	Other Expenses	116	41	37	85	85	(10.2%)	107.3%	0.0%
16	Total Operating Expenses	\$ 30,469	\$ 31,857	\$ 37,635	\$ 52,896	\$ 45,051	18.1%	66.0%	(14.8%)
<i>Fund Contributions</i>									
17	Renewal & Replacement	3,000	5,000	5,000	3,500	2,000	0.0%	(30.0%)	(42.9%)
18	General Reserve Funding	-	1,000	2,889	1,000	1,000	188.9%	0.0%	0.0%
19	Debt Service Deposit	14,248	14,197	12,409	12,795	12,734	(12.6%)	(9.9%)	(0.5%)
20	Pooled Loan	572	572	572	572	572	0.0%	0.0%	(0.0%)
21	Total Fund Contributions	17,821	20,769	20,871	17,867	16,306	0.5%	-14.0%	-8.7%
22	<b>Total Expenses</b>	\$ 48,289	\$ 52,626	\$ 58,506	\$ 70,764	\$ 61,357	11.2%	34.5%	(13.3%)
23	<b>NET INCOME BEFORE REGULATORY ADJUST.</b>	\$ (2,240)	\$ (200)	\$ 428	\$ 513	\$ (675)			
24	<b>Contingency (Unfunded)</b>	\$ -	\$ -	\$ -	\$ 3,500	\$ -			
25	<b>Total Spending Authority</b>	\$ 50,316	\$ 52,626	\$ 52,626	\$ 74,264	\$ -			
26	Generation (Sales) (GWh)	594	604	494	640	580	(18.1%)	6.0%	(9.3%)
27	Capacity Factor (%)	64%	65%	53%	69%	63%			
28	Fuel Cost (\$/MWh)	\$ 29.79	\$ 30.00	\$ 50.11	\$ 60.51	\$ 52.97	67.0%	101.7%	(12.5%)
29	Total Cost (\$/MWh)	\$ 81.31	\$ 87.16	\$ 118.34	\$ 110.58	\$ 105.71	35.8%	26.9%	(4.4%)
30	Participant Cost (\$/MWh)	\$ 80.08	\$ 85.93	\$ 117.12	\$ 109.56	\$ 104.55	36.3%	27.5%	(4.6%)
31	Billed Cost (\$/MWh)	\$ 76.31	\$ 85.60	\$ 117.98	\$ 110.36	\$ 103.39	37.8%	28.9%	(6.3%)

## FLORIDA MUNICIPAL POWER AGENCY STANTON II PROJECT

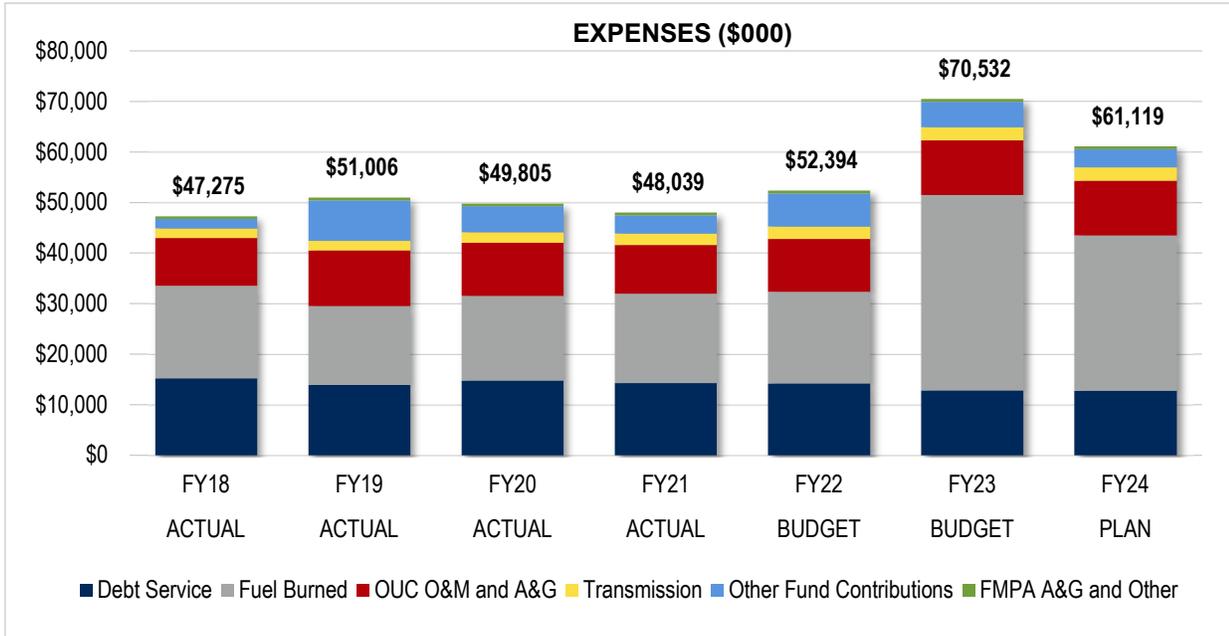
### Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan Comparison of Budget to Historical Revenues and Expenses



REVENUES	(\$000)						
	ACTUAL FY18	ACTUAL FY19	ACTUAL FY20	ACTUAL FY21	BUDGET FY22	BUDGET FY23	PLAN FY24
Demand and Trans. Billings	\$ 32,609	\$ 31,551	\$ 37,456	\$ 27,625	\$ 33,570	\$ 31,903	\$ 29,267
Energy (Fuel) Billings	18,324	15,620	16,767	17,692	18,115	38,721	30,741
Interest Income	(419)	340	237	115	112	73	104
Other Revenues	738	792	721	618	629	580	570
<b>Total Revenues</b>	<b>\$ 51,252</b>	<b>\$ 48,302</b>	<b>\$ 55,181</b>	<b>\$ 46,049</b>	<b>\$ 52,426</b>	<b>\$ 71,277</b>	<b>\$ 60,682</b>

## FLORIDA MUNICIPAL POWER AGENCY STANTON II PROJECT

### Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan Comparison of Budget to Historical Revenues and Expenses



EXPENSES	(\$000)						
	ACTUAL FY18	ACTUAL FY19	ACTUAL FY20	ACTUAL FY21	BUDGET FY22	BUDGET FY23	PLAN FY24
Debt Service	\$ 15,231	\$ 13,883	\$ 14,770	\$ 14,248	\$ 14,197	\$ 12,795	\$ 12,734
Fuel Burned	18,324	15,620	16,767	17,692	18,115	38,721	30,741
OUC O&M and A&G	9,460	11,004	10,479	9,644	10,486	10,833	10,860
Transmission	1,895	1,895	2,082	2,297	2,458	2,555	2,645
Other Fund Contributions	1,848	8,000	5,189	3,572	6,572	5,072	3,572
FMPA A&G and Other	516	604	519	585	566	554	566
<b>Total Expenses</b>	<b>\$ 47,275</b>	<b>\$ 51,006</b>	<b>\$ 49,805</b>	<b>\$ 48,039</b>	<b>\$ 52,394</b>	<b>\$ 70,532</b>	<b>\$ 61,119</b>
Generation (Sales) (GWh)	601.7	507.7	616.8	593.9	603.8	639.9	580.4
Total Power Cost (\$/MWh)	\$ 78.57	\$ 100.47	\$ 80.75	\$ 80.89	\$ 86.78	\$ 110.22	\$ 105.30
Participant Billed Power Cost (\$/MWh)	\$ 84.65	\$ 92.92	\$ 87.91	\$ 76.31	\$ 85.60	\$ 110.36	\$ 103.39

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON II PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2023 BUDGET**

**OPERATION AND MAINTENANCE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2022	Minimum Recomm. Balance
Operation & Maintenance (O&M) Account	\$ 8,546	\$ 1,552	\$ 49	\$ (411)	\$ 9,736	\$ 9,736
Working Capital Account	600	-	-	-	600	600
Rate Stabilization Account	1,400	-	-	-	1,400	1,400
<b>Total Operation and Maintenance Fund</b>	<b>\$ 10,546</b>	<b>\$ 1,552</b>	<b>\$ 49</b>	<b>\$ (411)</b>	<b>\$ 11,736</b>	<b>\$ 11,736</b> [1]

[1] Minimum recommended balance is amount required to meet operating expenses for the next 60 days.  
Minimum per bond resolution is half the recommended amount.

**DEBT SERVICE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2022
*Debt Service Accounts					
Principal	\$ 5,228	\$ 11,295	\$ 11	\$ (5,415)	\$ 11,119
Interest	(1,238)	1,500	1	(1,457)	(1,194)
<b>Total Debt Service Accounts</b>	<b>\$ 3,990</b>	<b>\$ 12,795</b>	<b>\$ 11</b>	<b>\$ (6,872)</b>	<b>\$ 9,924</b>

\*Account minimums will be in compliance with Bond Resolution.

**SUBORDINATED DEBT SERVICE**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2022
*Loans					
Principal	\$ (26)	\$ 526	\$ -	\$ (572)	\$ (72)
Interest	(260)	46	-	(572)	(786)
<b>Total Loans</b>	<b>\$ (286)</b>	<b>\$ 572</b>	<b>\$ -</b>	<b>\$ (1,144)</b>	<b>\$ (858)</b>

\*Subordinated Debt paid from O&M account

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON II PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2023 BUDGET**

**RESERVE AND CONTINGENCY FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2022	Minimum Recomm. Balance
Renewal & Replacement (R&R) Account	\$ 6,054	\$ 3,500	\$ 37	\$ (5,090)	\$ 4,500	\$ 3,000 [2]
Contingency Account	1,142	\$ -	\$ 2	\$ -	\$ 1,144	

[2] The Stanton II Project's goal is to achieve a minimum balance of \$5 million.

**GENERAL RESERVE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2022
General Reserve Fund	\$ 31,398	\$ 1,000	\$ 280	\$ -	\$ 32,677

**CAPITAL FUNDING PLAN**

	Fiscal Year FY 2022
<b><u>Capital Funded from Renewal &amp; Replacement</u></b>	
Stanton 1 Capital	\$ 1,423
Stanton Common Facilities	\$ 3,667
Total Capital	<u>\$ 5,090</u>

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON II PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2024 PLAN**

**OPERATION AND MAINTENANCE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023	Minimum Recomm. Balance
Operation & Maintenance (O&M) Account	\$ 9,736	\$ 32	\$ 55	\$ (2,207)	\$ 7,616	\$ 7,616
Working Capital Account	600	-	-	-	600	600
Rate Stabilization Account	1,400	-	-	-	1,400	1,400
<b>Total Operation and Maintenance Fund</b>	<b>\$ 11,736</b>	<b>\$ 32</b>	<b>\$ 55</b>	<b>\$ (2,207)</b>	<b>\$ 9,616</b>	<b>\$ 9,616 [1]</b>

[1] Minimum recommended balance is amount required to meet operating expenses for the next 60 days.  
Minimum per bond resolution is half the recommended amount.

**DEBT SERVICE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
*Debt Service Accounts					
Principal	\$ 11,119	\$ 11,453	\$ 11	\$ (11,295)	\$ 11,287
Interest	(1,194)	1,281	1	(1,391)	(1,304)
<b>Total Debt Service Accounts</b>	<b>\$ 9,924</b>	<b>\$ 12,734</b>	<b>\$ 11</b>	<b>\$ (12,686)</b>	<b>\$ 9,984</b>

\*Account minimums will be in compliance with Bond Resolution.

**SUBORDINATED DEBT SERVICE**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
*Loans					
Principal	\$ (72)	\$ 536	\$ -	\$ (572)	\$ (109)
Interest	(786)	37	-	(572)	(1,321)
<b>Total Loans</b>	<b>\$ (858)</b>	<b>\$ 572</b>	<b>\$ -</b>	<b>\$ (1,144)</b>	<b>\$ (1,430)</b>

\*Subordinated Debt paid from O&M account

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON II PROJECT**

Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances

**FISCAL YEAR 2024 PLAN**

**RESERVE AND CONTINGENCY FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023	Minimum Recomm. Balance
Renewal & Replacement (R&R) Account	\$ 4,500	\$ 3,500	\$ 27	\$ (1,329)	\$ 6,698	\$ 3,000 [2]
Contingency Account	\$ 1,144	\$ -	\$ 2	\$ -	\$ 1,146	

[2] The Stanton II Project's goal is to achieve a minimum balance of \$5 million.

**GENERAL RESERVE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
General Reserve Fund	\$ 32,677	\$ 1,000	\$ 291	\$ -	\$ 33,969

**CAPITAL FUNDING PLAN**

	Fiscal Year FY 2023
<b><u>Capital Funded from Renewal &amp; Replacement</u></b>	
Stanton 1 Capital	\$ 552
Stanton Common Facilities	\$ 777
Total Capital	\$ 1,329

**FLORIDA MUNICIPAL POWER AGENCY  
STANTON II PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Five-Year Capital Plan (\$000)**

Activity	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Renewal and Replacement Beginning Balance	\$ 6,054	\$ 4,500	\$ 5,198	\$ 4,983	\$ 5,118
Capital Expenses - Stanton 2	(1,423)	(552)	(1,793)	(1,905)	(3,718)
Capital Expenses - Common Facilities	(3,667)	(777)	(116)	(116)	(116)
Capital Expenses Paid from General Reserve Fund	0	0	1,162	1,627	3,602
Renewal and Replacement Contributions	3,500	2,000	500	500	500
Retained Interest Earnings	37	27	32	30	31
Renewal and Replacement Ending Balance [1]	\$ 4,500	\$ 5,198	\$ 4,983	\$ 5,118	\$ 5,417

[1] Plan is to fund to and maintain a \$5 million balance for future capital needs and unanticipated capital changes made by the operator owner.



# St. Lucie Project

FLORIDA MUNICIPAL POWER AGENCY

ST. LUCIE PROJECT

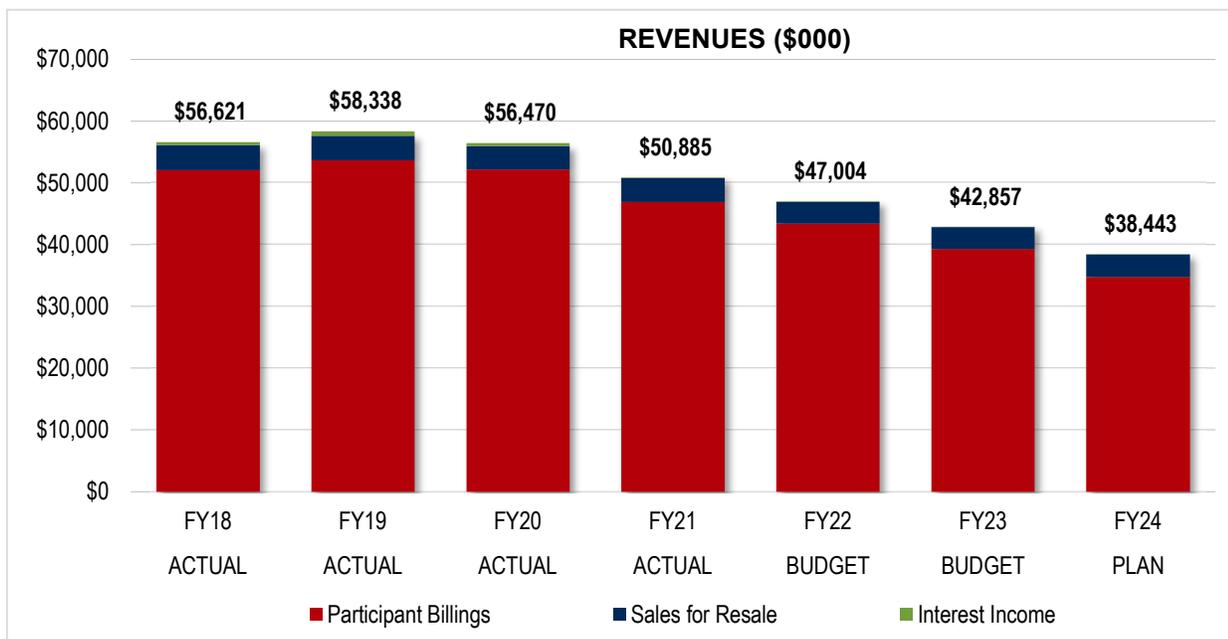
Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)

Line No.	Description	Actual FY 2021	Budget FY 2022	Y/E Est. [1] FY 2022	Proposed		% Increase/Decrease		
					Budget FY 2023	Plan FY 2024	FY22 Est/ FY22 Bud/	FY23 Bud/ FY22 Bud/	FY24 Bud/ FY23 Bud/
<b>REVENUES</b>									
<i>Participant Billings:</i>									
1	Demand	\$ 46,480	\$ 42,888	\$ 42,888	\$ 38,776	\$ 34,254	0.0%	(9.6%)	(11.7%)
2	Transmission	\$ 440	\$ 518	\$ 518	\$ 493	\$ 516	(0.0%)	(4.7%)	4.7%
3	Total Participant Billings	\$ 46,920	\$ 43,406	\$ 43,406	\$ 39,270	\$ 34,770	0.0%	(9.5%)	(11.5%)
<i>Other Income</i>									
4	Sales for Resale (NREA)	3,860	3,500	3,205	3,569	3,647	(8.4%)	2.0%	2.2%
5	Interest Income	105	98	7	19	25	(92.7%)	(80.7%)	32.8%
6	Total Other Income	3,964	3,598	3,212	3,588	3,673	(10.7%)	(0.3%)	2.4%
7	<b>Total Revenues</b>	<b>\$ 50,885</b>	<b>\$ 47,004</b>	<b>\$ 46,618</b>	<b>\$ 42,857</b>	<b>\$ 38,443</b>	<b>(0.8%)</b>	<b>(8.8%)</b>	<b>(10.3%)</b>
<b>EXPENSES</b>									
<i>Operating Expenses</i>									
8	Operation and Maintenance Expenses	11,405	8,019	8,875	11,084	11,361	10.7%	38.2%	2.5%
9	Fuel Payments	(173)	-	-	-	-	N/A	N/A	N/A
10	Reliability Exchange Agmt Purchases	3,435	3,500	3,278	3,355	3,530	(6.4%)	(4.1%)	5.2%
Transmission -									
11	FPL [1]	257	338	304	303	303	(9.9%)	(10.4%)	0.0%
12	OUC [2]	172	180	181	191	214	0.7%	5.9%	12.1%
13	FPL A&G Expenses	2,408	2,032	1,867	2,198	2,253	(8.1%)	8.2%	2.5%
14	FMPA A&G Expenses	652	755	742	724	742	(1.7%)	(4.2%)	2.5%
Other Expenses:									
15	Trustee Fees	7	8	7	8	8	(10.0%)	(0.6%)	2.5%
16	Dues	77	79	78	80	82	(0.9%)	1.3%	2.5%
17	Other	83	54	89	57	59	64.9%	6.1%	2.5%
18	Total Operating Expenses	\$ 18,322	\$ 14,965	\$ 15,422	\$ 17,999	\$ 18,550	3.1%	20.3%	3.1%
<i>Fund Contributions</i>									
19	Renewal & Replacement	6,500	7,500	7,500	10,000	10,000	0.0%	33.3%	0.0%
20	Debt Service Deposit	7,876	10,089	6,092	5,218	5,220	(39.6%)	(48.3%)	0.0%
21	General Reserve Fund	10,200	9,200	9,200	-	1,000	0.0%	(100.0%)	N/A
22	Nuclear Fuel Stabilization	6,000	4,000	4,000	4,200	4,200	(0.0%)	5.0%	0.0%
23	Total Fund Contributions	30,576	30,789	26,792	19,418	20,420	-13.0%	-36.9%	5.2%
24	<b>Total Expenses</b>	<b>\$ 48,898</b>	<b>\$ 45,754</b>	<b>\$ 42,214</b>	<b>\$ 37,416</b>	<b>\$ 38,970</b>	<b>(7.7%)</b>	<b>(18.2%)</b>	<b>4.2%</b>
25	<b>NET INCOME BEFORE REGULATORY ADJUST.</b>	<b>\$ 1,987</b>	<b>\$ 1,250</b>	<b>\$ 4,404</b>	<b>\$ 5,441</b>	<b>\$ (527)</b>			
26	<b>Contingency (Unfunded)</b>		\$ -		\$ 2,000				
27	<b>Total Spending Authority</b>	<b>\$ 50,254</b>	<b>\$ 45,754</b>	<b>\$ 45,754</b>	<b>\$ 39,416</b>				
28	Generation (Sales) (GWh)	689	718	717	719	687	(0.1%)	0.2%	(4.5%)
29	Capacity Factor (%)	125%	120%	243%	122%	116%			
30	Total Cost (\$/MWh)	\$ 70.97	\$ 63.75	\$ 58.90	\$ 52.01	\$ 56.70	(7.6%)	(18.4%)	9.0%
31	Participant Cost Including Transmission (\$/MWh)	\$ 65.22	\$ 58.74	\$ 54.42	\$ 47.02	\$ 51.36	(7.4%)	(19.9%)	9.2%
32	Participant Cost Excluding Transmission (\$/MWh)	\$ 64.60	\$ 58.02	\$ 53.74	\$ 46.34	\$ 50.61	(7.4%)	(20.1%)	9.2%
33	Billed Cost Excluding Transmission (\$/MWh)	\$ 67.46	\$ 59.76	\$ 59.84	\$ 53.90	\$ 49.84	0.1%	(9.8%)	(7.5%)
Outages Scheduled		Unit 1 & 2	Unit 1		Unit 2	Unit 1 & 2			

[1] Through March 31, 2022, applies to KUA and Alachua only. Beginning April 1, 2022, applies to KUA only.  
 [2] Applies to KUA only.

## FLORIDA MUNICIPAL POWER AGENCY ST. LUCIE PROJECT

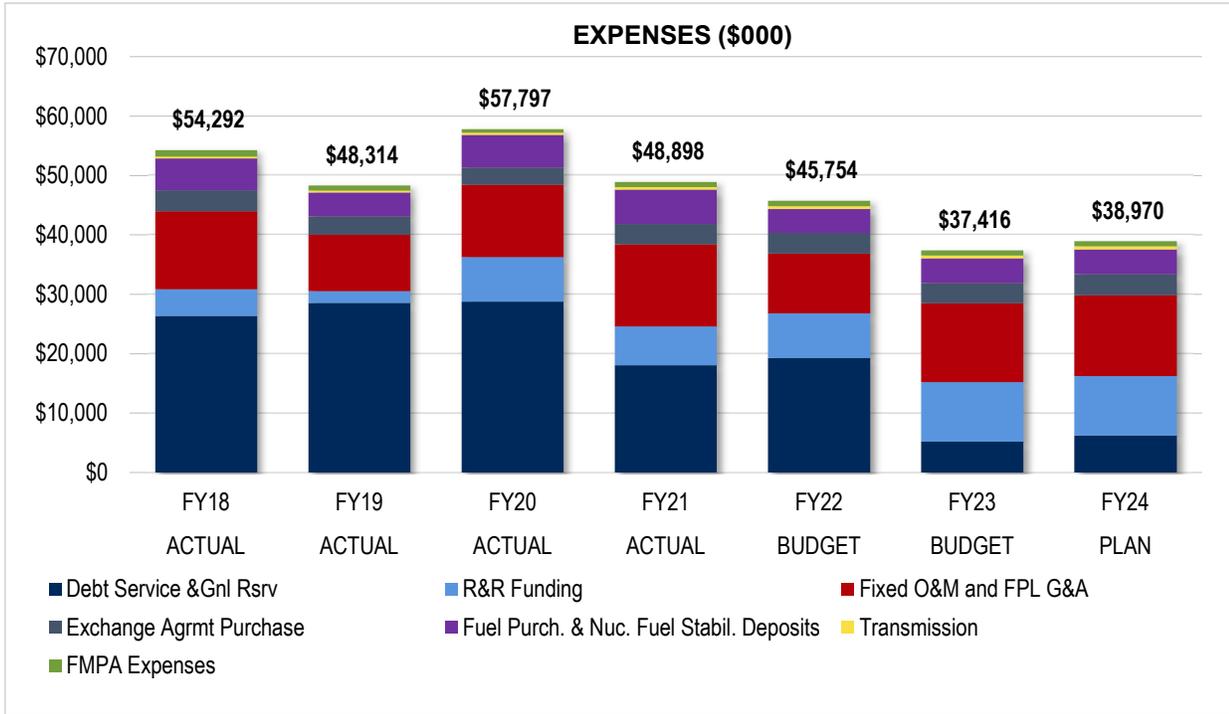
### Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan Comparison of Budget to Historical Revenues and Expenses



REVENUES	(\$000)						
	ACTUAL FY18	ACTUAL FY19	ACTUAL FY20	ACTUAL FY21	BUDGET FY22	BUDGET FY23	PLAN FY24
Participant Billings	\$ 52,049	\$ 53,669	\$ 52,151	\$ 46,920	\$ 43,406	\$ 39,270	\$ 34,770
Sales for Resale	4,099	3,971	3,820	3,860	3,500	3,569	3,647
Interest Income	474	698	499	105	98	19	25
<b>Total Revenues</b>	<b>\$ 56,621</b>	<b>\$ 58,338</b>	<b>\$ 56,470</b>	<b>\$ 50,885</b>	<b>\$ 47,004</b>	<b>\$ 42,857</b>	<b>\$ 38,443</b>

## FLORIDA MUNICIPAL POWER AGENCY ST. LUCIE PROJECT

### Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan Comparison of Budget to Historical Revenues and Expenses



EXPENSES	(\$000)						
	ACTUAL FY18	ACTUAL FY19	ACTUAL FY20	ACTUAL FY21	BUDGET FY22	BUDGET FY23	PLAN FY24
Debt Service & Gnl Rsrv	\$ 26,331	\$ 28,551	\$ 28,749	\$ 18,076	\$ 19,289	\$ 5,218	\$ 6,220
R&R Funding	4,500	2,000	7,500	6,500	7,500	10,000	10,000
Fixed O&M and FPL G&A	13,165	9,471	12,157	13,813	10,051	13,282	13,614
Exchange Agrmt Purchase	3,540	3,116	2,894	3,435	3,500	3,355	3,530
Fuel Purch. & Nuc. Fuel Stabil. Deposits	5,338	3,980	5,519	5,827	4,000	4,200	4,200
Transmission	350	350	408	429	518	493	516
FMPA Expenses	1,066	846	569	818	896	869	891
<b>Total Expenses</b>	<b>\$ 54,292</b>	<b>\$ 48,314</b>	<b>\$ 57,797</b>	<b>\$ 48,898</b>	<b>\$ 45,754</b>	<b>\$ 37,416</b>	<b>\$ 38,970</b>
<b>Generation (Sales) (GWh)</b>	<b>690.7</b>	<b>683.1</b>	<b>697.1</b>	<b>689.0</b>	<b>717.7</b>	<b>719.4</b>	<b>687.3</b>
<b>Total Power Cost (\$/MWh)*</b>	<b>\$ 78.60</b>	<b>\$ 70.72</b>	<b>\$ 82.91</b>	<b>\$ 70.97</b>	<b>\$ 63.75</b>	<b>\$ 52.01</b>	<b>\$ 56.70</b>
<b>Participant Billed Power Cost (\$/MWh)*</b>	<b>\$ 74.84</b>	<b>\$ 78.04</b>	<b>\$ 74.28</b>	<b>\$ 67.46</b>	<b>\$ 59.76</b>	<b>\$ 53.90</b>	<b>\$ 49.84</b>

**FLORIDA MUNICIPAL POWER AGENCY  
ST. LUCIE PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2023 BUDGET**

**OPERATION AND MAINTENANCE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023	Minimum Recomm. Balance
Operation & Maintenance (O&M) Account	\$ 7,056	\$ 8,776	\$ 24	\$ (6,489)	\$ 9,368	\$ 9,368
Working Capital Account	1,150	-	-	-	1,150	1,150
Rate Stabilization Account	770	-	-	-	770	770
<b>Total Operation and Maintenance Fund</b>	<b>\$ 8,976</b>	<b>\$ 8,776</b>	<b>\$ 24</b>	<b>\$ (6,489)</b>	<b>\$ 11,288</b>	<b>\$ 11,288 [1]</b>

[1] Minimum recommended balance is amount required to meet operating expenses for the next 60 days.  
Minimum per bond resolution is half the recommended amount.

**DEBT SERVICE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2023
*Debt Service Accounts					
Principal	\$ 4,566	\$ 2,685	\$ 2	\$ (2,555)	\$ 4,699
Interest	1,599	2,533	1	(2,865)	1,268
<b>Total Debt Service Accounts</b>	<b>\$ 6,165</b>	<b>\$ 5,218</b>	<b>\$ 3</b>	<b>\$ (5,420)</b>	<b>\$ 5,966</b>
Debt Service Reserve Account	\$ -	\$ -	\$ -	\$ -	\$ -

\*Account minimums will be in compliance with Bond Resolution.

**FLORIDA MUNICIPAL POWER AGENCY  
ST. LUCIE PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2023 BUDGET**

**RESERVE AND CONTINGENCY FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw-als/ Payments	Ending Balance 9/30/2023	Minimum Recomm. Balance
Renewal & Replacement (R&R) Account	\$ 6,553	\$ 10,000	\$ 45	\$ (10,009)	\$ 6,588	\$ 3,000 [2]
Contingency Account	2,347	\$ -	\$ 7	\$ -	\$ 2,355	

**DECOMMISSIONING FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw-als/ Payments	Ending Balance 9/30/2023
Decommissioning Fund Account	\$ 104,472	\$ -	\$ 3,134	\$ -	\$ 107,606

**GENERAL RESERVE FUND**

	Beginning Balance 10/1/2022	Deposits	Interest Earnings	Withdraw-als/ Payments	Ending Balance 9/30/2023
General Reserve Fund	\$ 37,311	\$ -	\$ 274	\$ -	\$ 37,584
Nuclear Fuel Stabilization Account	\$ 6,129	\$ 4,200	\$ 184	\$ (4,674)	\$ 5,839

**CAPITAL FUNDING PLAN**

	Fiscal Year 2023
<b><u>Capital Funded from Renewal &amp; Replacement</u></b>	
St. Lucie 2 Capital	\$ 2,807
St. Lucie Common Facilities	\$ 7,202
Total Capital	<u>\$ 10,009</u>

**FLORIDA MUNICIPAL POWER AGENCY  
ST. LUCIE PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2024 PLAN**

**OPERATION AND MAINTENANCE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024	Minimum Recomm. Balance
Operation & Maintenance (O&M) Account	\$ 9,368	\$ 3,280	\$ 30	\$ (3,808)	\$ 8,870	\$ 8,870
Working Capital Account	1,150	-	-	-	1,150	1,150
Rate Stabilization Account	770	-	-	-	770	770
<b>Total Operation and Maintenance Fund</b>	<b>\$ 11,288</b>	<b>\$ 3,280</b>	<b>\$ 30</b>	<b>\$ (3,808)</b>	<b>\$ 10,790</b>	<b>\$ 10,790 [1]</b>

[1] Minimum recommended balance is amount required to meet operating expenses for the next 60 days.  
Minimum per bond resolution is half the recommended amount.

**DEBT SERVICE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024
*Debt Service Accounts					
Principal	\$ 4,699	\$ 2,790	\$ 2	\$ (2,685)	\$ 4,806
Interest	1,268	2,430	1	(2,481)	1,217
<b>Total Debt Service Accounts</b>	<b>\$ 5,966</b>	<b>\$ 5,220</b>	<b>\$ 3</b>	<b>\$ (5,166)</b>	<b>\$ 6,023</b>
Debt Service Reserve Account	\$ -	\$ -	\$ -	\$ -	\$ -

\*Account minimums will be in compliance with Bond Resolution.

**FLORIDA MUNICIPAL POWER AGENCY  
ST. LUCIE PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Project Fund Balances**

**FISCAL YEAR 2024 PLAN**

**RESERVE AND CONTINGENCY FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024	Minimum Recomm. Balance
Renewal & Replacement (R&R) Account	\$ 6,588	\$ 10,000	\$ 45	\$ (8,534)	\$ 8,099	\$ 3,000 [2]
Contingency Account	\$ 2,355	\$ -	\$ 8	\$ -	\$ 2,362	

**DECOMMISSIONING FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024
Decommissioning Fund Account	\$ 107,606	\$ -	\$ 2,959	\$ -	\$ 110,566

**GENERAL RESERVE FUND**

	Beginning Balance 10/1/2023	Deposits	Interest Earnings	Withdraw- als/ Payments	Ending Balance 9/30/2024
General Reserve Fund	\$ 37,584	\$ 1,000	\$ 276	\$ -	\$ 38,860
Nuclear Fuel Stabilization Account	\$ 5,839	\$ 4,200	\$ 161	\$ (4,298)	\$ 5,901

**CAPITAL FUNDING PLAN**

	Fiscal Year 2024
<b><u>Capital Funded from Renewal &amp; Replacement</u></b>	
St. Lucie 2 Capital	\$ 3,103
St. Lucie Common Facilities	\$ 5,431
Total Capital	<u>\$ 8,534</u>

**FLORIDA MUNICIPAL POWER AGENCY  
ST. LUCIE PROJECT**

**Fiscal Year 2023 Operating Budget and Fiscal Year 2024 Plan (\$000)  
Four-Year Capital Plan (\$000)**

4-Year Capital Plan

Activity	FY 2023	FY 2024	FY 2025	FY 2026
Renewal and Replacement Beginning Balance	\$ 6,553	\$ 6,588	\$ 8,099	\$ 9,013
Capital Expenses:				
St. Lucie Common Facilities and Other [1]	(2,807)	(3,103)	(2,263)	(2,825)
St. Lucie Unit 2 - Capital Improvements [1]	(7,202)	(5,431)	(2,378)	(2,818)
Total Capital Expenses	(10,009)	(8,534)	(4,641)	(5,643)
Renewal and Replacement Contributions	10,000	10,000	5,500	5,500
Retained Interest Earnings	45	45	55	61
Renewal and Replacement Ending Balance [2]	\$ 6,588	\$ 8,099	\$ 9,013	\$ 8,932

4-Year Nuclear Fuel Purchase Plan

Activity	FY 2023	FY 2024	FY 2025	FY 2026
Nuclear Fuel Stabilization Account Beginning Balance	\$ 6,129	\$ 5,839	\$ 5,916	\$ 6,108
Nuclear Fuel Purchases [1]	(4,674)	(4,298)	(486)	(4,930)
Nuclear Fuel Stabilization Contributions	4,200	4,200	500	4,700
Retained Interest Earnings	184	175	177	183
Nuclear Fuel Stabilization Account Ending Balance [3]	\$ 5,839	\$ 5,916	\$ 6,108	\$ 6,061

[1] Amounts per FPL

[2] Plan is to target and maintain an \$8 million balance for future capital additions.

[3] Plan is to target and maintain a \$6 million balance for future nuclear fuel purchases.



# Solar Projects



## FLORIDA MUNICIPAL POWER AGENCY SOLAR PROJECT

### Fiscal Year 2023 Budget and Fiscal Year 2024 Plan Operating Budget (\$000)

Line No.	Description	ACTUAL FY 2021	BUDGET FY 2022	6 Months ACTUAL FY 2022	Proposed BUDGET FY 2023	Proposed PLAN FY 2024	22Bdgt / 23 Bdgt Increase / Decrease%	23 Bdgt / 24 Plan Increase Decrease%
<b>REVENUES</b>								
1	Participant Billings	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
2	Interest Income	-	-	-	-	-	NA	NA
3	<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
<b>EXPENSES</b>								
4	Purchased Power	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
5	FMPA G&A - Agency Allocation	-	-	-	-	-	NA	NA
6	- Bank/LOC Fees	-	-	-	-	-	NA	NA
7	-Dispatch Fees	-	-	-	-	-		
8	Development Fund Repayment	-	-	-	-	-		
10	<b>TOTAL EXPENSES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
<b>FUND CONTRIBUTIONS</b>								
11	Debt Service (LOC) Deposits				-	-	NA	NA
12	<b>TOTAL EXPENSES &amp; CONTRIBUTIONS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
13	<b>NET INCOME BEFORE REGULATORY ADJ</b>	\$ -	\$ -	\$ -	\$ -	\$ -		
14	MWhs Delivered (In thousands)	0	0	0	0	0		
15	Capacity Factor	0.0%	0.0%	0.0%	0.0%	0.0%		
16	\$ / MWh Billed	\$ -	\$ -	\$ -	\$ -	\$ -		

## FLORIDA MUNICIPAL POWER AGENCY SOLAR II PROJECT

### Fiscal Year 2023 Budget and Fiscal Year 2024 Plan Operating Budget (\$000)

Line No.	Description	ACTUAL FY 2021	BUDGET FY 2022	6 Months ACTUAL FY 2022	Proposed BUDGET FY 2023	Proposed PLAN FY 2024	22Bdgt / 23 Bdgt Increase / Decrease%	23 Bdgt / 24 Plan Increase Decrease%
<b>REVENUES</b>								
1	Participant Billings	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
2	Interest Income	-	-	-	-	-	NA	NA
3	<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
<b>EXPENSES</b>								
4	Purchased Power	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
5	FMPA G&A - Agency Allocation	-	-	-	-	-	NA	NA
6	- Bank/LOC Fees	-	-	-	-	-	NA	NA
7	-Dispatch Fees	-	-	-	-	-		
8	Development Fund Repayment	-	-	-	-	-		
10	<b>TOTAL EXPENSES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
<b>FUND CONTRIBUTIONS</b>								
11	Debt Service (LOC) Deposits				-	-	NA	NA
12	<b>TOTAL EXPENSES &amp; CONTRIBUTIONS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
13	<b>NET INCOME BEFORE REGULATORY ADJ</b>	\$ -	\$ -	\$ -	\$ -	\$ -		
14	MWhs Delivered (In thousands)	0	0	0	0	0		
15	Capacity Factor	0.0%	0.0%	0.0%	0.0%	0.0%		
16	\$ / MWh Billed	\$ -	\$ -	\$ -	\$ -	\$ -		



# Pooled Loan Project



**FLORIDA MUNICIPAL POWER AGENCY  
POOLED LOAN PROJECT**

**Fiscal Year 2023 Budget and Fiscal Year 2024 Plan  
Operating Budget**

Line No.	Description	ACTUAL FY 2021	Amended BUDGET FY 2022	6 Months ACTUAL FY 2022	Proposed BUDGET FY 2023	Proposed PLAN FY 2024	22 Bdgt / 23 Bdgt Increase / Decrease%	23 Bdgt / 24 Plan Increase Decrease%
<b>REVENUES</b>								
Participant Billings:								
1	Annual Allocation of Start-up costs	\$ 21,413	\$ -	\$ -	\$ -	\$ -	NA	NA
2	Gen'l & Admin FMPA	7,072	15,000	7,500	15,600	16,068	4.0%	3.0%
3	Trustee Fees	5,250	21,000	10,500	21,000	21,630	0.0%	3.0%
4	Bank Fees	-	-	2,938	-	-		
5	Arbitrage	-	-	750	7,500	7,725		
6	Billings to Agency	286,078	650,000	286,078	572,157	572,157		
7	<b>TOTAL REVENUES</b>	<b>\$ 319,813</b>	<b>\$ 686,000</b>	<b>\$ 307,766</b>	<b>\$ 616,257</b>	<b>\$ 617,580</b>	<b>(10.2%)</b>	<b>0.2%</b>
<b>EXPENSES</b>								
8	Annual Allocation of Start-up costs	\$ 21,413	\$ -	\$ -	\$ -	\$ -	NA	NA
9	Gen'l & Admin FMPA	7,072	15,000	7,500	15,600	16,068	4.0%	3.0%
10	Trustee Fees	5,250	21,000	10,500	21,000	21,630	0.0%	3.0%
11	Bank Fees	-	-	2,938	-	-		
12	Arbitrage	-	-	750	7,500	7,725		
13	STNII Pooled Loan Debt Service [1]	286,078	650,000	286,078	572,157	572,157		
14	<b>TOTAL EXPENSES &amp; CONTRIBUTIONS</b>	<b>\$ 319,813</b>	<b>\$ 686,000</b>	<b>\$ 307,766</b>	<b>\$ 616,257</b>	<b>\$ 617,580</b>	<b>(10.2%)</b>	<b>0.2%</b>
15	<b>NET INCOME BEFORE REGULATORY ADJ</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>NA</b>	<b>NA</b>

**AGENDA ITEM 9 – INFORMATION  
ITEMS**

**a. Florida Municipal Solar Projects  
Update**

**Board of Directors Meeting  
June 23, 2022**



# Florida Municipal Solar Projects Update

Board of Directors  
June 23, 2022

# U.S. Department of Commerce Investigation

## *President Waives Solar Panel Import Tariffs for 24 Months*

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- Investigation will determine whether imports of solar panels from four countries in Southeast Asia circumvent “anti-dumping” rules
  - Tariff intended to restrict direct imports from China
- Waiver will allow panel imports for 24 months without additional duties
- Administration enacting programs to encourage U.S. manufacturing
- Investigation impacts up to 80% of planned solar projects in the U.S.
  - Additional duties could result in panel cost increases of 50% to 250%
  - Potential delays in deliveries and construction
- Preliminary determination expected in August

# Sixteen Members Participate in FMSP

## All Phases of Solar Project Impacted by Industry Challenges

- FMMPA’s Florida Municipal Solar Project (FMSP)
  - Two sites totaling 149 megawatts (MW)
  - Enough to power 30,000 Florida homes
- FMMPA’s solar energy at ~2% in 2022
- Second phase of FMSP – 223 MW in 2023-2024
- Received bids for Solar Phase III (149-373 MW)
  - Will likely involve 7-10 more communities
- FMMPA growing to 7% solar in 2027
- Large-scale solar more cost effective
- Several cities offering solar subscription service to retail customers

Participants	Total Share (MW)	Phase I (MW)	Phase II (MW)
Alachua	9	9	---
Bartow	13	13	---
Beaches Energy	25	10	15
Fort Pierce Utilities Authority	18	3	15
Havana	0.25	---	0.25
Homestead	15	10	5
Keys Energy Services	30	5	25
Kissimmee Utility Authority	50	30	20
Lake Worth Beach	36.55	10	26.55
Mount Dora	2	---	2
New Smyrna Beach	10	---	10
Newberry	1	---	1
Ocala	30	10	20
Orlando Utilities Commission	108.5	108.5	---
Wauchula	5	5	---
Winter Park	20	10	10
<b>Total Megawatts</b>	<b>373.3</b>	<b>223.5</b>	<b>149.8</b>

# Phase I and Phase II Challenges

## *Supply Chain and Regulatory Issues Impacting Costs & Schedule*

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- Florida Renewable Partners Proposal – Phase I
  - Relocation of Poinsett project to alternate site
  - Increased pricing options
    - ~\$4 to ~\$12 / MWh increase, depending upon COD and Production Tax Credit applicability
- Origis Energy Proposal – Phase II
  - ~\$9 to \$10 / MWh increase
  - COD Remains the same – December 2023 and November 2024
  - Whistling Duck Network Upgrades to be considered
- FMPA Reviewing REPPAs for contract terms

# Phase III Solar

## *Developer Meetings Scheduled for June*

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- Potentially two to five 75 MW sites (up to ~375 MW)
  - Commercial operation no later than Dec. 31, 2026
  - Options for co-located battery storage
- Cost ceiling <\$40/MWh (solar only; levelized over 20 years)
  - Updated pricing received to reflect market and regulatory challenges
- FMPA Board approvals / Execution of agreements by December
- Meeting with developers in June to discuss proposals and terms
- Indicative interest (non-binding) from members requested by July 1

# Considerations for FMSP Participants

## *Phase I and Phase II Committees*

---

- Unanimous decision will be required by each project group
- Developers' claims for schedule delay and cost increases still uncertain
  - Claims will be evaluated and communicated to committees
- Both developers want to work toward solution, rather than terminate
- Phase III proposals may provide some flexibility for Phase I and II outcomes
- What cost ceiling will members still participate in solar?
- Urgency may be needed to remain on schedule

# Next Steps

## *FMPA Solar Team Investigating Potential Outcomes*

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- Individual meetings with Phase I and II participants
  - Share what we know and solicit feedback
- Convene Phase I and II committee meetings
- Continue discussions with Phase I and II developers
- Proceed with Phase III developer interviews
- Continue to update Board and Executive Committee

**AGENDA ITEM 9 – INFORMATION  
ITEMS**

**b. 2022 Member Relations Survey  
Results**

**Board of Directors Meeting  
June 23, 2022**



# 2022 Member Relations Survey Results

FMIPA Board of Directors

June 23, 2022

# Survey Measured Member Relations with Staff

## *Satisfaction Remains High, Agency Focused on Members' Needs*

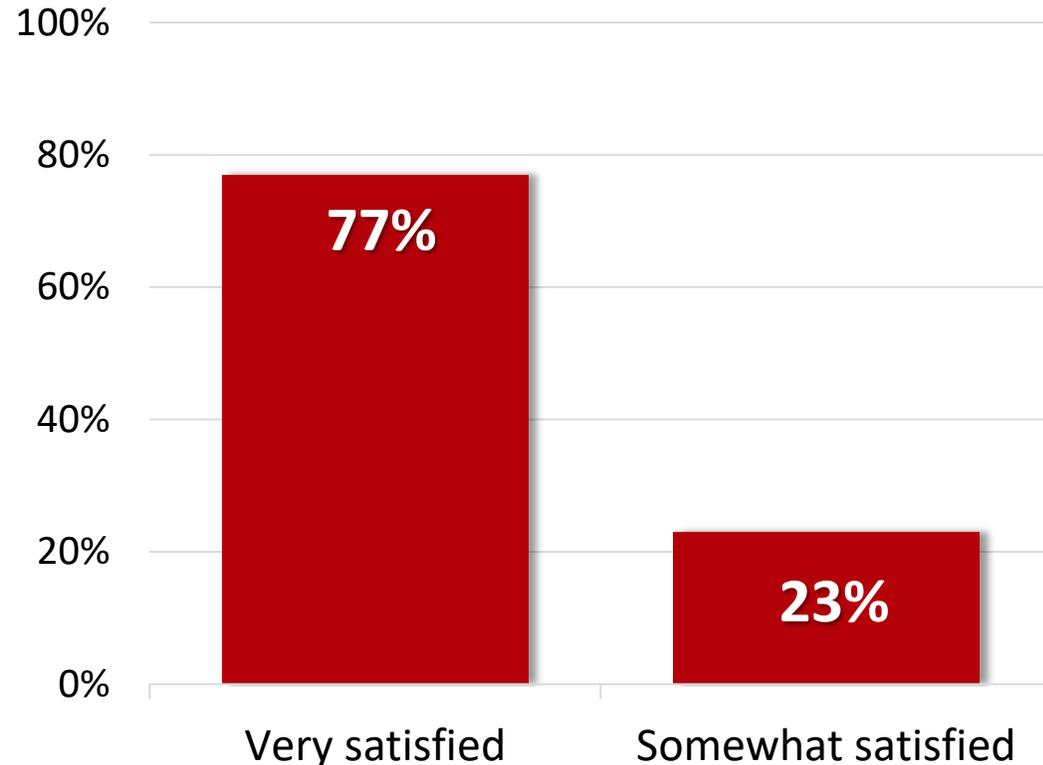
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- 26 people from 11 known member cities responded to biennial survey, compared to 34 respondents from 13 cities in 2020 – Survey open less time in 2022
- Distributed to Board of Directors, Executive Committee, Finance Committee, PMLC and other interested parties
- Purpose to measure relationship between members and staff, confidence in Agency direction and alignment with member priorities
- Respondents said: FMPPA headed in the right direction, and they're generally satisfied with FMPPA
- Members appreciate FMPPA's services, suggest areas for improvement

# Overall, Members Satisfied with FMPA

## 77% of Respondents Report Being Very Satisfied

How would you rate your overall satisfaction with FMPA in meeting your utility's needs?



“ FMPA's plans to purchase more generation facilities is gaining the attention of current municipal utilities' IOU bulk suppliers. Thank you for this vision into the future supporting Florida public power utilities. ”

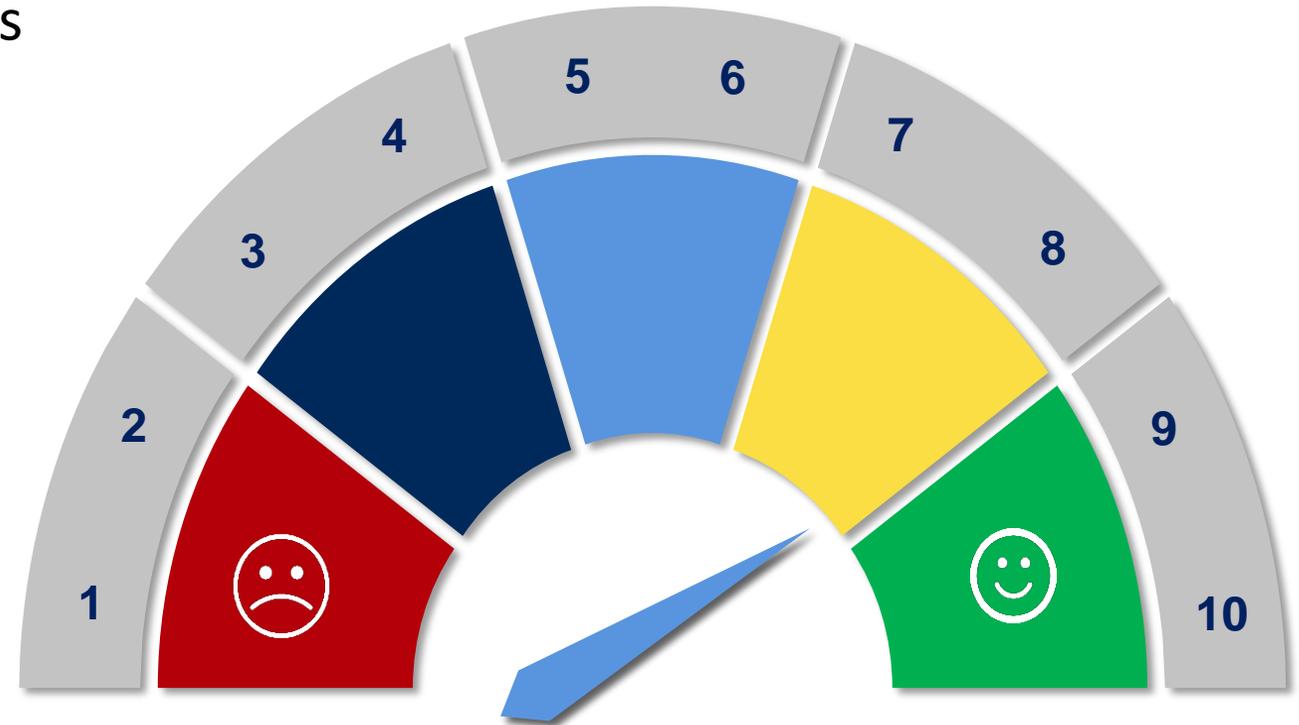
“ I can't think of a time when we requested support and not received it. Support is always swift and of good quality. ”

“ FMPA's service to member cities is very good. The ability to have a one stop shop for any needs in the city, not only electric needs, is invaluable. ”

# FMPA's Member Services Valuable in Meeting Mission

## *More than Half Give FMPA a Score of 9 or Higher*

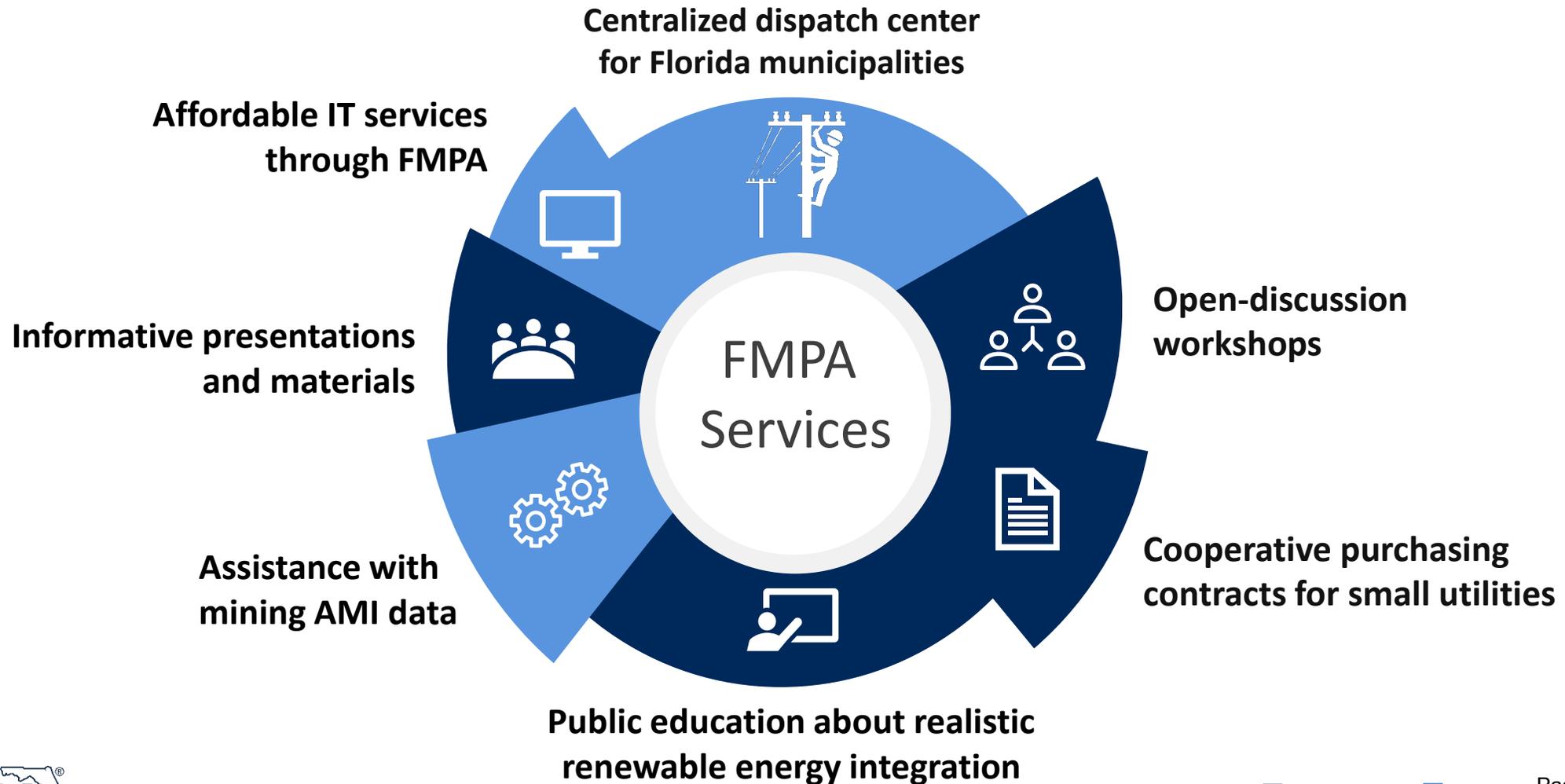
- Members rated the value of FMPA's member services high in providing low-cost, reliable and clean power
- Average score of eight shows members highly value FMPA
- No response lower than a 5



**How would you rate the value of FMPA's member services in providing low-cost, reliable and clean electricity?**

# Members Suggest Services to Continue and Consider

## *Costs, Communication and Collaboration Key Focus Areas*

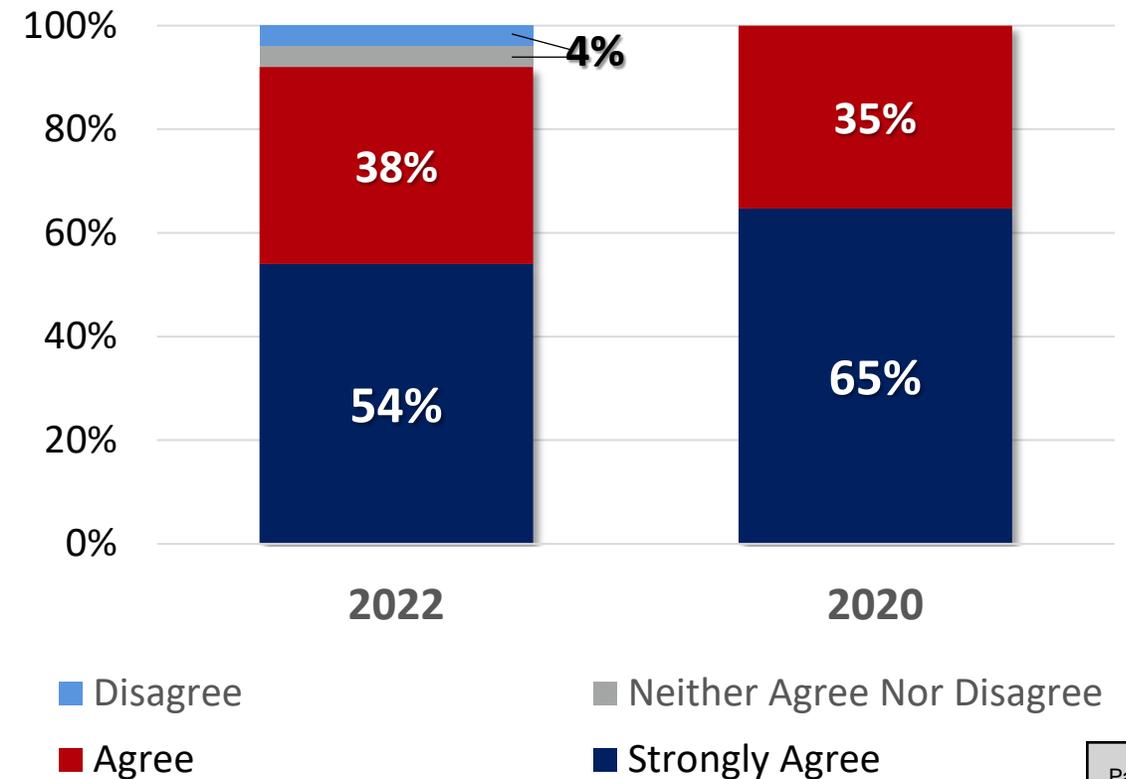


# FMPA's Strategic Priorities Align with Members' Needs

## 92% Agreed, Only Two Outlying Responses

- Majority agree FMPA's current strategic priorities align with utility needs
- One response of "neither agree nor disagree" and one "disagree"

FMPA's current strategic priorities align with my utility's needs.

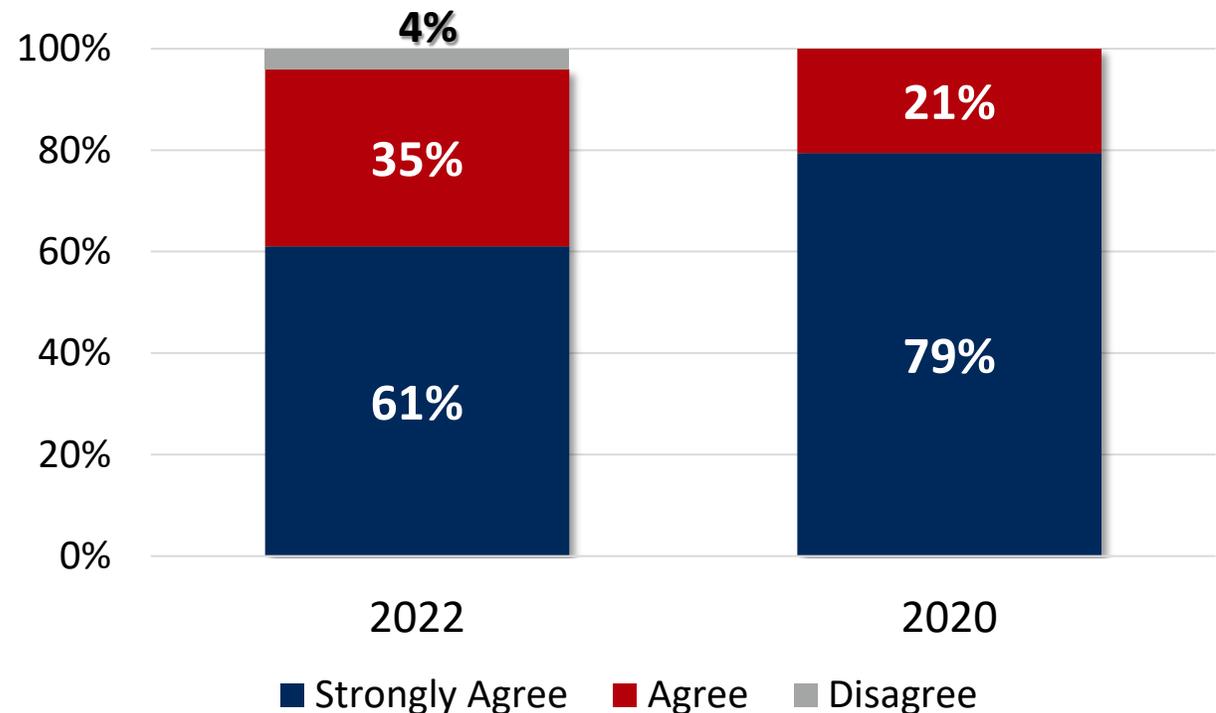


# Members Believe FMPA is Headed in Right Direction

## Majority of 26 Respondents Agree

- FMPA is headed in the right direction, with 61% strongly agreeing
- Only one respondent disagreed

“All in all, FMPA is generally headed in the right direction.”



# Enhancements for 2024 Survey

## *Changes will Provide Clarity and Understanding of Responses*

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- Enable respondents to provide feedback to statements that they do not agree with or score  $\leq 5$ , so there is a clear understanding
  - Rating value of FMPA's services on scale of 1 to 10
  - Rating FMPA staff on integrity, competence and dependability
  - Asking if the Agency is headed in the right direction
  - Asking if the Agency's strategic priorities align with a utility's needs
- Change final identification question to name utility only and make response required



# Members Suggested Ways to Enhance Relations

## *Continue to Focus on Education and Support of Member Needs*

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- Educational and discussion opportunities such as workshops and April's PMLC environmental presentation
- Research centralized buying initiative to support smaller utilities in cost-saving equipment purchases
- Plan and prepare for future generation needs
- Provide presentations to support communications with utility governing bodies
- Support a balanced approach to replacing baseload generation with solar



**AGENDA ITEM 9 – INFORMATION  
ITEMS**

**c. Member Services Advisory  
Committee Charter**

**Board of Directors Meeting  
June 23, 2022**



# 9c - Member Services Advisory Committee Charter

Board of Directors  
June 23, 2022

# Advantages of a Charter

## *Formalizes the Committee*

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- Creates common structure, like other FMPA Committees
- Combines functions of other Member Services Committees
- Sets terms of service for committee officers, like existing committees
- Recommends minimum number of members with special interest in member services
- Meets quarterly, or as needed, based on criticality of member service needs

# MSAC Charter

## *Specific Purpose*

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- Periodically evaluate the effectiveness of existing member services and development of new member services
- Embrace topics related to members achieving common vision of providing low cost, clean and reliable power plus value-added services.
- Advise on current member services and provides feedback to FMPA team
- Recommend new member services to the Board of Directors
- Propose changes to member services to the Board of Directors
- Reviews budgetary considerations for member services provided as part of the budget process

# Changes To Current Committee

## *Specific Wording*

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- Board Chair appoints
- Must be minimum of seven members
- Quorum to be 51% (rounded to next whole number)
- Only one voting member per city
- Alternates may be appointed
- Committee will have a Chair and Vice Chair
- Chair and Vice Chair will be elected annually
- Specific scope of responsibility stated for committee

# Information Item

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Item #5.

- MSAC requesting approval of Member Services Advisory Committee Charter

# FLORIDA MUNICIPAL POWER AGENCY

## CHARTER

*of the*

### MEMBER SERVICES ADVISORY COMMITTEE

(as adopted as of July 13, 2022)

#### **I. MISSION STATEMENT**

The mission of the Member Services Advisory Committee (the “Committee”) is to facilitate the acquisition of high quality and relevant services for FMPA’s members by providing direction for new and existing member services offered.

#### **II. MEMBERSHIP AND STRUCTURE**

The membership of the Committee consists of a minimum of seven persons, or more as may be appointed pursuant to this charter. The Chair of the Board of Directors Chair appoints the Committee members. Members of the Committee serve at the pleasure of the Chair of the Board of Directors.

Each member of the Committee may designate an additional individual, who is an employee, elected or appointed official, or other representative of the same FMPA member utility as the Committee member, to serve as her or his alternate member of the Committee when the member cannot attend a Committee meeting. Any such designation of an alternate must be made in writing, at least three days before the initial meeting where the alternate will attend in the place of the Committee member, and delivered to the Secretary of FMPA or to any Assistant Secretary, or to the Chief People and Member Services Officer.

#### **III. COMMITTEE OFFICERS**

The Committee shall elect two officers: Chair and Vice Chair. Election of officers shall be done by the Committee by majority vote for a regular election or any time there is an officer vacancy, with each Committee member having one vote. (No alternate may vote if the Committee member for whom she or he serves as the alternate is also present.) Nominations of a Committee member to fill the officer positions shall come from the Committee, prior to the elective vote. Regular elections shall be held once each year at the meeting held during the third calendar quarter of the year (July

through September). Each elected officer shall serve upon election until the next meeting of the Committee when an election is held.

#### **IV. MEETINGS**

Each member of the Committee has one vote which he or she may cast (yea or nay) on any action coming before the Committee. A quorum of the Committee is present at a meeting of the Committee when at least 51% (rounded to next whole number) of the Committee members are present and able to participate in the meeting in person or by electronic means, including by telephone. A quorum of the Committee is necessary for the Committee to take action.

Notice of the time, date, and place of each meeting will be provided to each Committee member at least five days prior to any meeting. Meetings of the Committee shall be called by the Chair, by any two members of the Committee, or as otherwise regularly scheduled by the Committee. Regular meetings will be held at least quarterly. The conduct of the meetings will follow *Roberts Rules of Order Newly Revised*, with the Chair presiding over the meeting. In the absence of the Chair, the Vice Chair will preside over the meeting or, in the absence of both the Chair and Vice Chair, the Chair of the Board of Directors, or such other person as she or he may designate, will preside over a meeting.

#### **V. COMMUNICATIONS**

The Chief People and Member Services Officer (or, in the event of a change in such title, the staff person with the highest level of responsibility for member services) serves as the staff representative to the Committee (the "Committee Staff Representative"). The Committee Staff Representative shall have responsibility for coordinating the communications of the Committee and coordinating Committee meetings, including providing meeting notices to all Committee members. Communications with FMFA by the Committee will be handled primarily through the Committee Staff Representative or directly with the General Manager or General Counsel (for legal matters).

#### **VI. AUTHORITY**

The Committee has no authority to bind FMFA or to make any decision on behalf of the FMFA Board of Directors or Executive Committee unless such authority is delegated to the Committee by resolution. The Committee serves in an advisory capacity to the Board of Directors. The Committee's role and authority, as otherwise determined by the Board of Directors, is set forth in the charter and as may be otherwise directed by the Board of Directors, consistent with this charter.

## VII. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Committee are as follows:

- a. *Reporting.* To receive reports from FMPA staff on member services matters, including measures of effectiveness of existing member services and staff efforts on the development of new member services offerings.
- b. *Advice.* To advise the Board of Directors and propose changes to FMPA's member services to the Board of Directors.
- c. *Member Needs.* To Provide feedback to the Committee Staff Representative, the General Manager and CEO, and other staff of FMPA on member needs and how existing or new member services may meet those member needs.
- d. *Budget Review.* To review, as a part of the annual FMPA budget process, the budgetary considerations for member services provided by FMPA.]
- e. *Scope of Committee:* The Committee shall embrace topics related to members achieving the common vision of providing; low cost, clean and reliable power plus value-added services to our customers. The topics may be raised for consideration from within the Committee, or as otherwise directed by the Board of Directors to address member services matters for FMPA.

## VIII. INITIAL OFFICERS; APPROVAL AND AMENDMENTS

This charter is effective as of the approval by the Board of Directors. Upon the initial approval of this Charter, \_\_\_\_\_ will serve as the Committee's Chair, and \_\_\_\_\_ will serve as the Committee's Vice Chair, with both terms extending until the third calendar quarter meeting of the Committee in 2023. Amendments to this Charter are effective only after approval by the Board of Directors.

**AGENDA ITEM 9 – INFORMATION  
ITEMS**

**d. Natural Gas Markets Update**

**Board of Directors Meeting  
June 23, 2022**

# U.S. Natural Gas Producer Perspective & Outlook

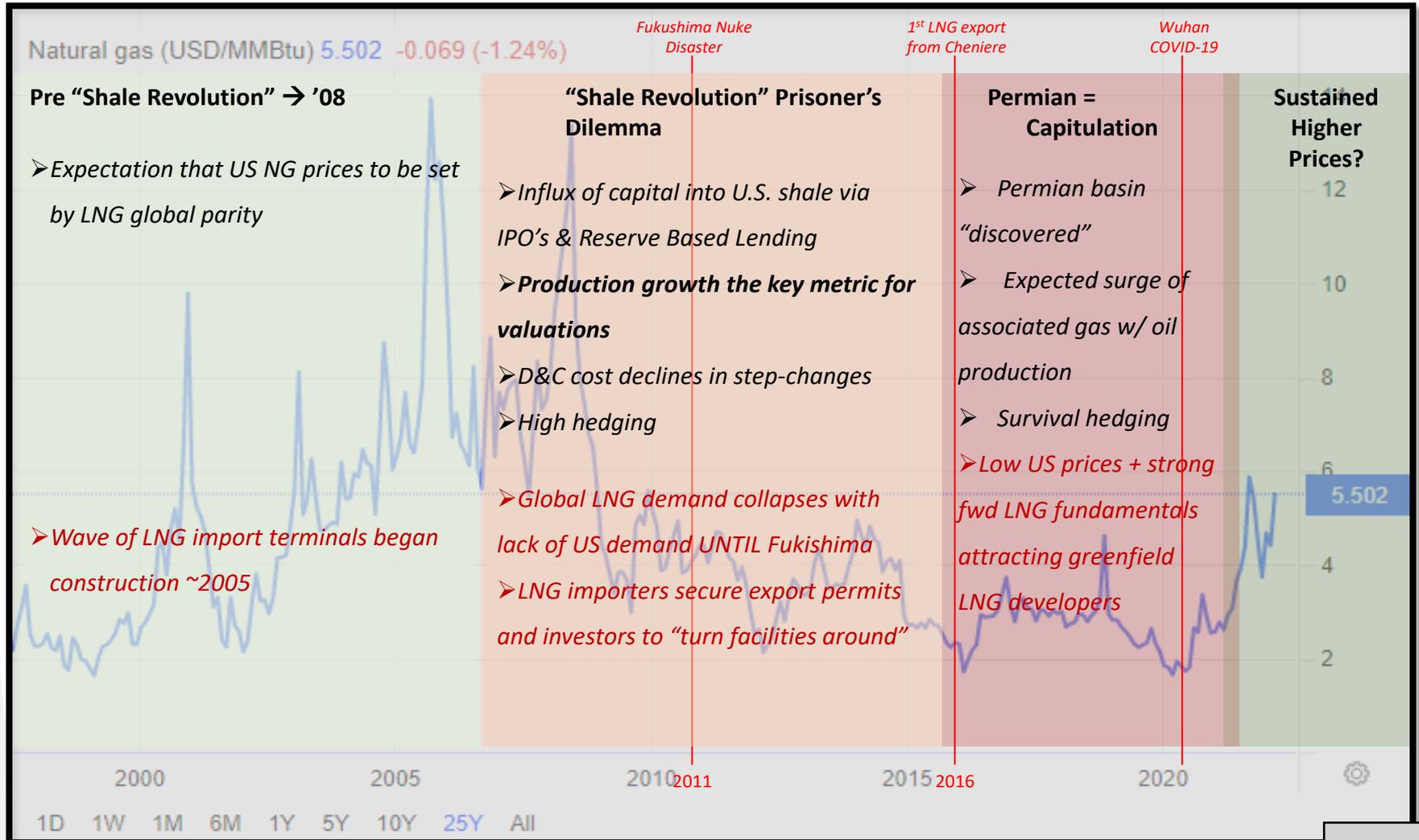
Josh West, Vice President, Trading & Chief  
Commercial Officer

*June 23, 2022*



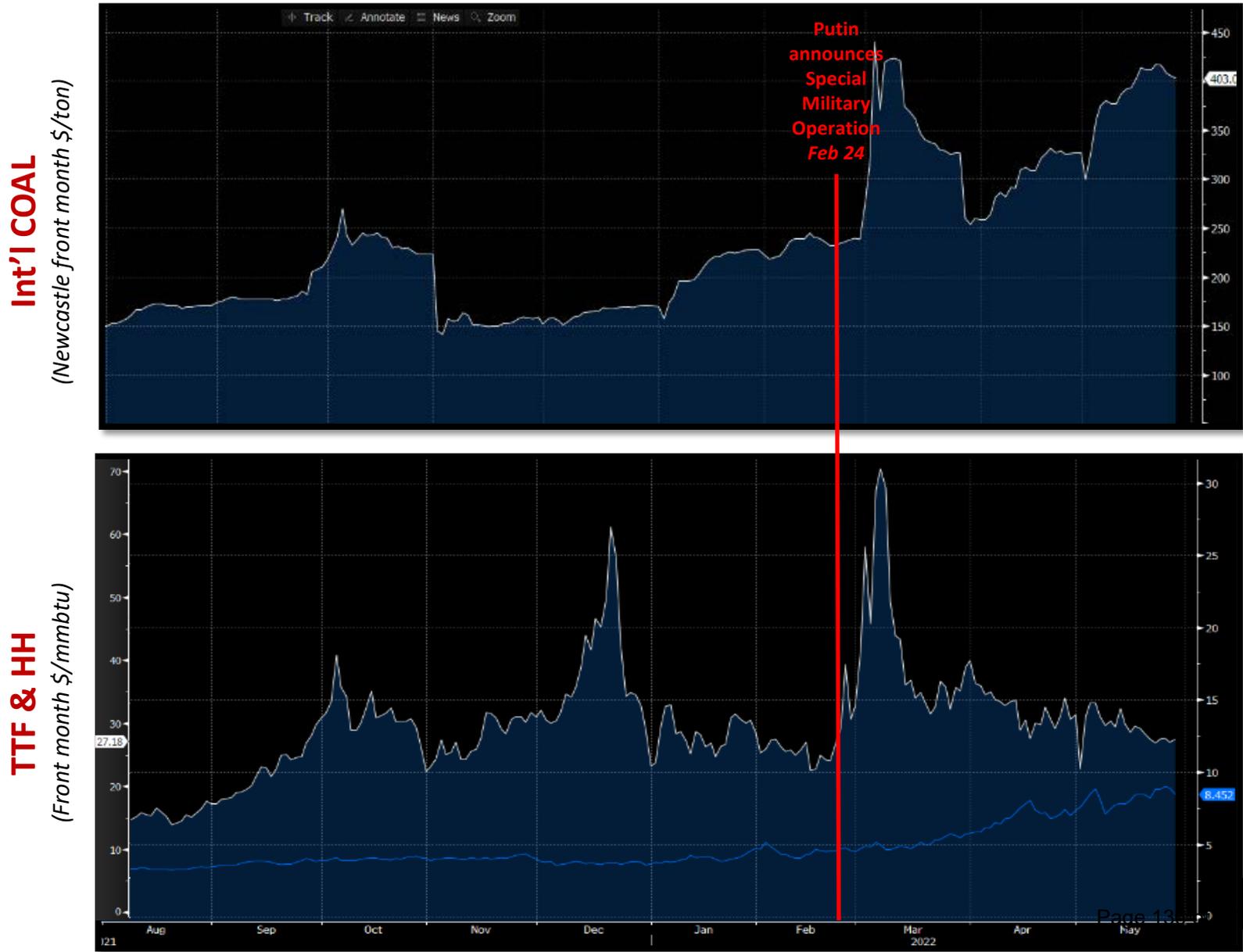
# U.S. Natural Gas – A Historical Perspective

## U.S. Gas in New, Post-Shale Macro Cycle



# TTF/HH/Coal – A Trip Down Memory Lane

Item #5.



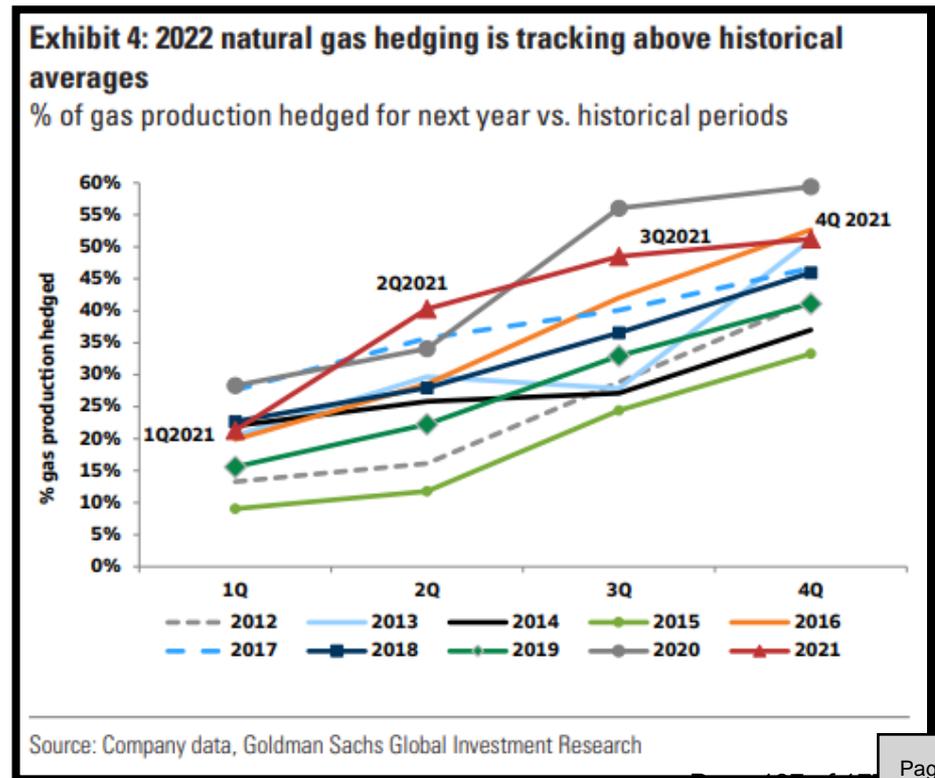
Page 13

Page 282

# U.S. Natural Gas – Producer Hedging

- In aggregate, gas heavy producers have historically hedged production
  - ~30-60% year +1
  - ~10-30% year +2
  - ~ 5-15% year +3
- Oil heavy producers tend to hedge gas more than oil, leaving upside exposure to their core product

Most hedging approaches are tied to a capital budget and secured in coordination with capital providers (lenders)  
“Reserve-based lending” very often has restrictive hedge ratio covenants attached to the notes



# U.S. Natural Gas – Bullish Case

- **Four pillars supporting sustained higher natural gas prices**
  - 1. Producer metrics have changed... thus behavior will change**
  - 2. Demand Growth**
  - 3. Cost Inflation**
  - 4. Oil & Gas Risk Premiums have increased across the board**

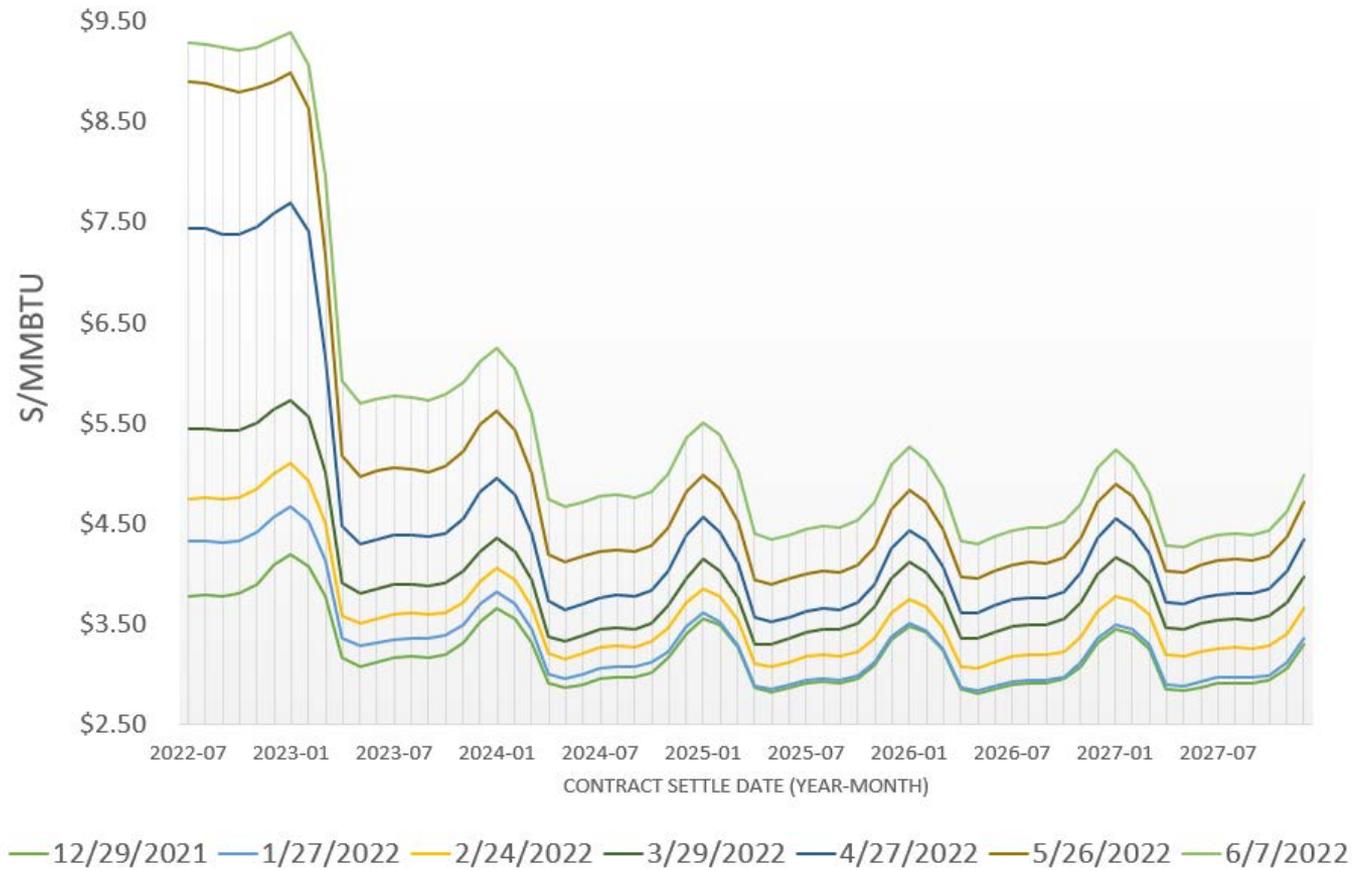
# U.S. Natural Gas – Bears

- “Producers cannot help themselves from growing” / “The cure for high prices is high prices”
  - *This was once true, but I do not believe it will be the case this time around*
  - *High prices indeed attract investment for willing investors*
- “We are headed for a recession”
  - *There is merit to the super-cycle energy drives the globe into recession, however natural gas is second only to fertilizer in its inelasticity*
  - *Electricity and heat are non-discretionary commodities for the developing world*
  - *Uri saw gas trade at \$1,192/mmbtu @ OGT (Feb 17,2021)*
- “Renewables will dampen natural gas demand”
  - *Europe has shown the world how important natural gas is despite having significant intermittent resource capacity*
  - *Supply chain constraints are not allowing more rapid renewable penetration*
  - *Do not allow a long-term view affect short-/mid-term decisions*

# U.S. Natural Gas – What to Expect

- Wider Summer/Winter spreads when LNG demand is expected to be firm
  - *A 10% chance of a very high number is still a high number*
  - *Curves starting to look more like CAISO/ERCOT (peaky summers pulling up calendar strips)*
- Volatility is here to stay
  - *Less days of inventory on hand*
  - *A very large proportion of binary demand (LNG)*
  - *Renewables intermittency*
- Signposts for Bull Case changing
  - ***Administration charging material holding fee on federal land***
  - *Producer commentary evolving back to production growth*
  - *Producer FCF distribution % declining*

# Natural Gas Forward Curves



# U.S. Natural Gas – What can clients do?

- **Protecting against a prolonged step change higher in natural gas fuel costs can be achieved through**
- Programmatic base volume hedging
  - Opportunistic incremental volume hedging at prices commensurate with producers' costs of supply (limited downside)
  - Maximizing the optionality (fuel switching capabilities) of your fleet
  - Profit taking hedged gas (selling back) when other fuels become more advantageous to run in the forwards
  - Rinse, repeat, rejoice!

# Important Notice for Compliance with NFA Rule 2-29

Item #5.

*This communication contains statements of opinion. These statements are developed by TEA staff based on the facts available to TEA at the time the statements are published. The information in this communication is subject to change as the facts underlying the statements change. With respect to performance information, past results are not necessarily indicative of future results. If you have any questions regarding this material please contact your Client Services Manager.*

# Back Up

Item #5.

# U.S. Natural Gas – Bullish Case for Sustained Recovery

## 1. Producer Metrics Have Changed

### EQT – 5.5 BCFD

President and CEO Toby Rice stated, "In 2021, we further improved our balance sheet, successfully completed the ambitious net zero targets and rewarded shareholders by implementing a comprehensive shareholder return program to repurchase \$1 billion of our common stock."

(Bloomberg) -- EQT Corp. is unwinding natural gas hedges that its top executive said were "obviously" a bad idea.

The largest U.S. gas driller has exited about 20% of its caps for the fourth quarter and 10% of those for 2022, Chief Executive Officer Toby Rice said during an interview on Thursday, referring to options instruments intended to lock in prices for the company's production. Contracts trailing current market prices could cost EQT more than \$5 billion through the end of next year, according to a BloombergNEF estimate based on figures disclosed by the company in July.

"Obviously, we were wrong," Rice said. "I don't think anybody anticipated this type of price movement."

Rice continued, "We enter 2022 excited about the trajectory of our Company and our role in addressing climate change and supporting global energy equality. Through continued execution of our modern operating model, our Company expects to generate tremendous free cash flow from our deep inventory of core long-lateral inventory, contractually-declining gathering rates and improved capital efficiency. Our share repurchase authorization gives us the opportunity to allocate capital toward an attractive investment opportunity – our own stock. We look forward to advancing our ESG strategy by decreasing our emissions intensity through pneumatic valve replacement and other carbon-negative projects in pursuit of net zero by or before 2025. Lastly, as the benefits of natural gas are recognized both domestically and internationally, we look forward to continuing to demonstrate stewardship and delivering a sustainable energy source that meets the world's growing energy demands with affordable, reliable and clean natural gas."

### Antero Resource – 3.2 BCFD

Paul Rady, Chairman, President and Chief Executive Officer of Antero Resources commented, "This past year proved to be an important inflection point for Antero as we shifted to a maintenance capital program and generated approximately \$850 million of Free Cash Flow. This substantial Free Cash Flow was used to reduce debt during the year, driving leverage down to 1.3x as of December 31, 2021. Looking ahead to 2022, our capital budget reflects another year of maintenance capital that is projected to generate \$1.5 to \$1.7 billion in Free Cash Flow based on current commodity prices. This Free Cash Flow outlook allows us to continue to reduce debt while also returning substantial capital to our shareholders."

Michael Kennedy, Chief Financial Officer of Antero Resources said, "The dramatic reduction in our absolute debt, below \$2.0 billion in the first quarter of 2022, enables us to initiate a return of capital program. Going forward we will target returning 25% to 50% of Free Cash Flow annually to our shareholders, beginning with the \$1.0 billion share repurchase program that is effective immediately. This plan puts Antero in the unique position of reducing leverage below 1.0x in 2022 while maintaining a peer-leading return of capital profile."

# U.S. Natural Gas – Bullish Case for Sustained Recovery

## 1. Producer Metrics Have Changed...

### Continental Resources – 1.0 BCFD

"In 2021, Continental achieved a record level of annual adjusted earnings per share alongside a nearly 15% return on capital employed and a Company record \$2.6 billion of free cash flow. Given operational excellence across our premier asset portfolio, we will continue to strongly compete by expanding return of capital to shareholders while providing above average S&P 500 and industry return on capital employed through 2022 and beyond," said Bill Berry, Chief Executive Officer.

### Comstock Resources – 1.4 BCFD

#### COMSTOCK RESOURCES, INC. REPORTS FOURTH QUARTER 2021 FINANCIAL AND OPERATING RESULTS

FRISCO, TEXAS, February 15, 2022 – Comstock Resources, Inc. ("Comstock" or the "Company") (NYSE: CRK) today reported financial and operating results for the quarter and year ended December 31, 2021.

##### Highlights of 2021's Fourth Quarter

- Generated free cash flow from operations of \$105 million in the quarter and \$262 million for the year.
- Generated free cash flow including acquisition and divestiture activity of \$204 million in the quarter and \$343 million for the year.
- Paid down \$190 million of debt in the quarter.
- Adjusted EBITDAX increased 41% to \$297 million.
- Operating cash flow (excluding working capital changes) increased 62% to \$250 million or \$0.90 per diluted share.
- Fourth quarter capital spending was \$140 million for drilling and completion activities and \$39 million for acquisition activities.
- Production increased 12% to 1,348 MMcfe per day (99% natural gas).
- Revenues, after realized hedging losses, were \$380 million, 37% higher than 2020's fourth quarter.
- Adjusted net income to common stockholders was \$99 million for the quarter or \$0.37 per diluted share.

### Key Points from Sector Research

#### ➤ Independents

- Debt reduction remains the focus for Independents with promises of capital returns when targets are reached
- Debt reduction leaves more room to deviate from lender-required hedging (less sellers in orderbook)

#### ➤ Majors

- Most do not hedge production; consider themselves well-diversified to manage price risks
- Incremental capital is being diverted away from core businesses to Energy Transition investments

#### ➤ Private Equity

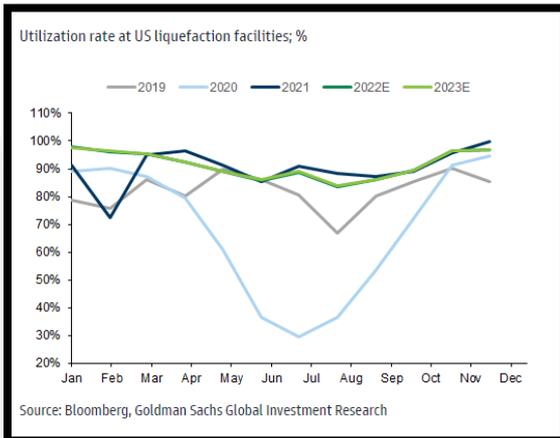
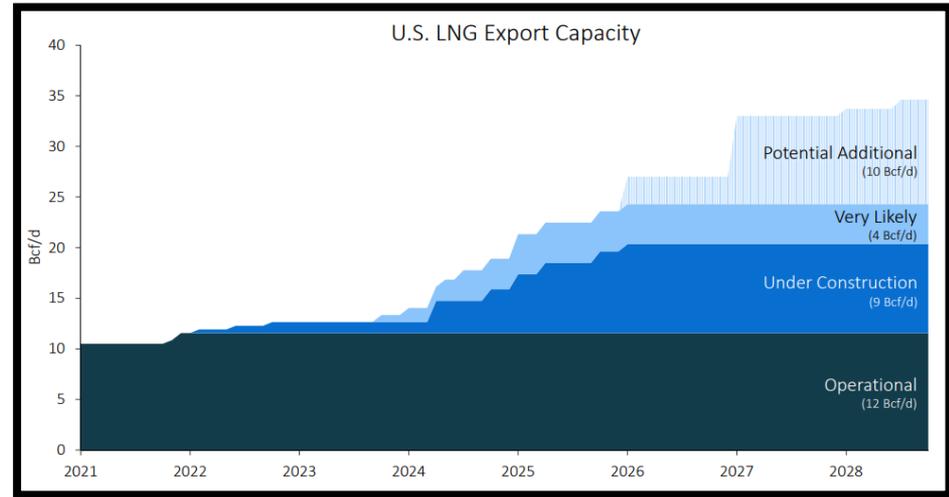
- Hedging behavior is fairly unknown (but not ex
- Acquisition due to bullish view of the commodity

# U.S. Natural Gas – Bullish Case for Sustained Recovery

## 2. Demand growth – LNG

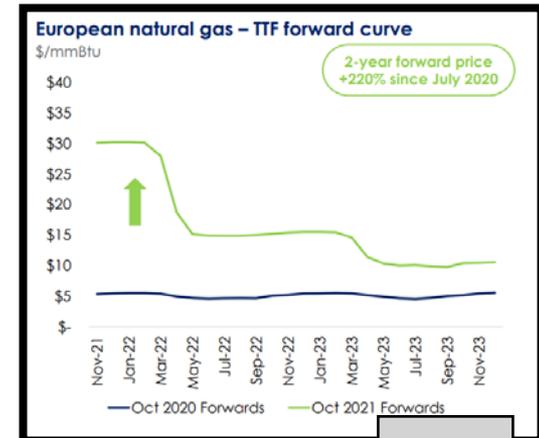
➤ **U.S. LNG export capacity will be highest in world by end of this year... add'l growth planned:**

- 2026: Golden Pass (Exxon / Qatar) **+2BCFD**
- 2026e: Driftwood LNG (Tellurian) **+1.5BCFD**
- 2027e: RioGrade LNG (Nextdecade) **+1.5BCFD**
- 2027e: Cheniere Stage 3 **+ 1.5BCFD**
- Several others



➤ **Global LNG fundamentals are only getting stronger**

- "Germany has decided to accelerate work to build two LNG terminals in the country to help reduce dependence on Russian gas imports, Chancellor Olaf Scholz said Feb. 27"
- As part of the task force, the EU's executive said it will work with member states "toward the goal of ensuring, until at least 2030, demand for approximately 50 bcm/year of additional US LNG"



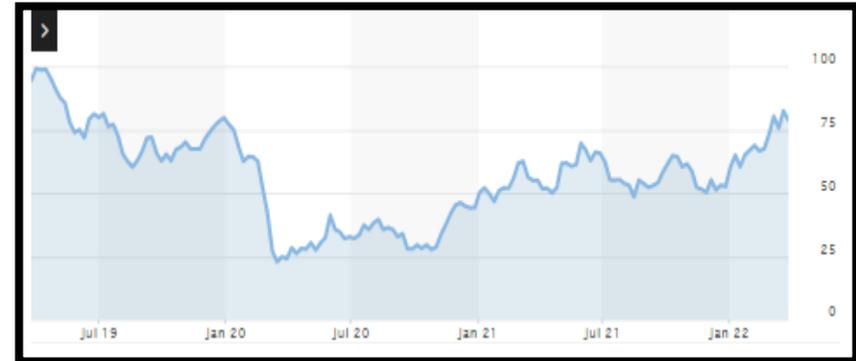
# U.S. Natural Gas – Bullish Case for Sustained Recovery

## 3. Cost Inflation

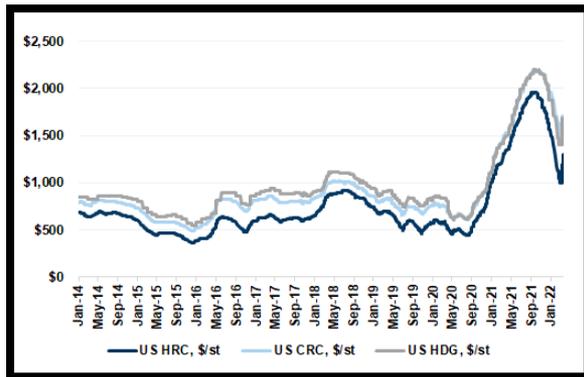
➤ Producers are beginning to discuss cost drivers as a key contributor to bottom line performance

- +10-15% operating expense witnessed y/y
- Cautioning investors for more increases
- Emissions-reductions initiatives also add costs

OSX – Oilfield Services Index



US Flat Steel prices (\$/t)



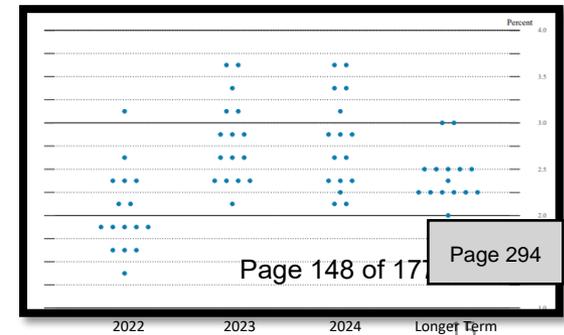
➤ New well costs are highly-correlated to steel costs (well casing)

- U.S. production lead-times have increased 25% since Jan-22
- EU → US import arbs are closed

➤ Expected Fed Funds Rate hikes have already increased debt costs

- Despite deleveraging, producers maintain significant leverage in capital structure
- Increasing debt costs → increases producer WACCs → increases required price to drill

Fed Funds Rate Projections (FOMC)



# U.S. Natural Gas – Bullish Case for Sustained Recovery

## 4. Oil & Gas Risk premiums have increased...

### ➤ Risks do not appear to be retreating, near-term

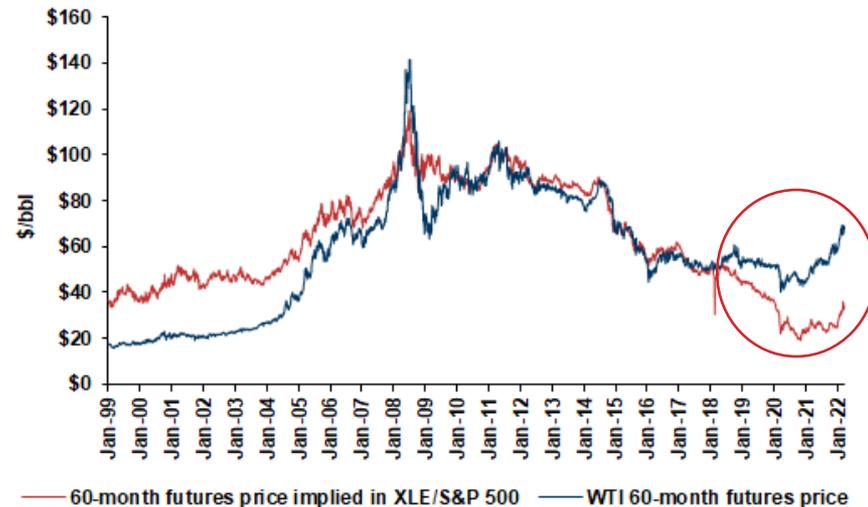
- Geopolitical, environmental, regulatory
- Price volatility risk is forefront in investor minds after March 2020

### ➤ Compensating for higher risks requires higher prices

- Investors are more hesitant to invest at historical commodity / equity price relationships
- Producers are following investor behavior, publicly declaring minimal budgets for “maintenance capital”

### Evidence of elevated risk premiums in relationship between equity prices and crude prices

Five-year WTI strip price implied by historical regressions of XLE/S&P 500 vs. WTI and actual five-year strip price, \$/bbl



Source: FactSet, Goldman Sachs Global Investment Research

# Deep Back Up

Item #5.



# U.S. Natural Gas Market Basics

- Like any well functioning Market, cash NG prices are dictated by supply and demand
  - Supply: production, transportation constraints, **storage**
  - Demand: weather, export (LNG/Mexico), industrial users, **storage**
- Forward Futures prices are dictated the markets current expectation of changes in the underlying supply/demand picture, within reason
  - Historical mo./mo. spread relationships can often limit how much forward price months can move relative to each other due to storage availability / cost
- Curve structure incentivizes trader behaviors in the physical market
  - Large Summer/Winter spreads incentivize additional storage (buy now, store, and sell later)
- Price volatility can occur at any time of the year, when expectations change quickly on supply or demand
  - March '20: *COVID-19 crude price fall* → *brief bullish shock to NG (Supply)*
  - Late Summer '20: *LNG export arb closing + hurricanes* → *bearish shock to NG (Demand)*
  - Aug '21: *Europe colder early + low storage* → *bullish shock to NG (Demand)*
  - **Current: *Biden Administration Task Force on +LNG* → *bullish shock to NG (Demand)***

# U.S. Natural Gas – Common Misconceptions

Item #5.

- “It’s best to hedge in the summer when prices are lowest”
  - Forward curves must maintain the summer / winter spread in forward months
  - Some of the best opportunities to forward hedge are in winter, when cold is delayed
  - There is not an ideal time of year enter forward hedges, although Feb-Apr are typically the lowest vol
  
- “Traders are causing volatility”
  - Most gas traders do not trade flat price outright; limited expression of views via bull / bear time spreads
  - Physical traders keep time spread historical relationships largely intact
  
- “Producer hedging doesn’t matter, its only about supply and demand”
  - Removing sellers from the orderbook inevitably raises prices for same amount of buyers

**AGENDA ITEM 9 – INFORMATION  
ITEMS**

**e. Quarterly Compliance Update**

**Board of Directors Meeting  
June 23, 2022**



# 9e – Regulatory Compliance Update

Board of Directors  
June 23, 2022

# Roles of FMPA Regulatory Compliance Department

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- FMPA Regulatory Compliance Department perform three main functions related to NERC mandatory reliability standards
  - FMPA Compliance
  - Member Support
  - Industry Influence

# FMPA Compliance

## *Internal Compliance*

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- 2022 Annual Goal - Regulatory Compliance Update
  - NERC Compliance Steering Committee will review a staff report reviewing all processes and procedures for compliance with all applicable NERC Reliability Standards”.
    - Compliance-SME one-on-one meetings
    - The process began with high risk, new, and plant applicable standards
  - Top-down standards review
    - Approximately 80% complete from internal FMPA SME discussions
    - Approximately 70% complete from FMPA plant discussions

# FMPA Compliance

## *Internal Compliance*

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- FMPA had no reportable compliance violations since March 2022 update
  - CIP-003 Self-reports
    - Filed to FERC
    - Sent to NERC

# FMPA Compliance

## *Member Support*

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- In-process peer reviews
- Completed a peer review for Ocala Electric Utility
- Bi-weekly compliance calls are continuous and consistently helpful to members
- Compliance Department is available for support and help with peer reviews, spot checks, balloting and commenting, or to answer any compliance questions

# Industry Influence

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- Submitted Comments and/or cast ballots
  - EOP-011-3; EOP-012-1; Cyber Security Supply Chain Risk Management
- Align release 3 – Q2 2022; SERC is using an entity notification process review for lessons learned approach
- Align release 4 – R4.0 – June 2022; R4.5 October 2022
- Cold Weather Standard Development
  - FMPPA continues participation in Cold Weather Preparedness standard development & implementation efforts
- Consistent APPA and TAPS involvement

**AGENDA ITEM 9 – INFORMATION  
ITEMS**

- f. Extension of St. Lucie Nuclear  
Reliability Exchange Agreement**

**Board of Directors Meeting  
June 23, 2022**



# 9f – Extension of St. Lucie Nuclear Reliability Exchange Agreement

Board of Directors

June 23, 2022

# Nuclear Reliability Exchange Agreement Mitigates Risk

## *St. Lucie Project Entitlement Split Between Two Units*

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- St. Lucie Project exchanges half its capacity and energy from Unit 2 for capacity and energy from Unit 1
  - NREA has been in place since beginning of St. Lucie Project
  - Reduces exposure from having a single unit offline for any reason
  - Beneficial in managing the St. Lucie Project's credit rating
- Current NREA Amendment Five expires October 1, 2022
  - 5-year extension executed in 2017
  - Introduced unilateral termination with 60-days notice

# Nuclear Reliability Exchange Agreement Mitigates Risk

## *St. Lucie Project Entitlement Split Between Two Units*

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- NREA Amendment Six very similar to Amendment Five
  - Perpetual with termination driven by unit retirement, mutual agreement, or unilateral rights
  - FPL needs to file the Amendment with FERC by August 1 to allow 60 days for FERC review

# Information Only

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- Amendment #6 is attached in final form as agreed to with FPL
- Recommended motion to be brought back in July:
  - Move approval of Amendment Six to the St. Lucie Nuclear Reliability Exchange Agreement between FMPA and FPL, as presented, and authorize the General Manager and CEO to execute the agreement.

AMENDMENT NUMBER SIX  
TO  
ST. LUCIE NUCLEAR RELIABILITY EXCHANGE AGREEMENT  
BETWEEN FLORIDA POWER & LIGHT COMPANY  
AND THE FLORIDA MUNICIPAL POWER AGENCY

This Amendment Number Six to the St. Lucie Nuclear Reliability Exchange Agreement Between Florida Power & Light Company and the Florida Municipal Power Agency is made between Florida Power & Light Company (“FPL”) and the Florida Municipal Power Agency (“FMPA”).

RECITALS

WHEREAS, FPL and FMPA (individually a “Party,” and collectively the “Parties”) have entered into that certain St. Lucie Nuclear Reliability Exchange Agreement Between Florida Power & Light Company and the Florida Municipal Power Agency, dated March 26, 1982, as amended by that certain Amendment Number One made February 18, 1983, as amended by that certain Amendment Number Two made February 12, 1991, as amended by that certain Amendment Number Three made August 19, 2004, as amended by that certain Amendment Number Four made July 1, 2011, and as amended by that certain Amendment Number Five made August 1, 2017 (collectively the “Agreement”);

WHEREAS, the original term of the Agreement lasted “until the earlier of (a) final retirement by FPL of both St. Lucie Unit No. 1 and St. Lucie Unit No. 2, OR (b) the latest stated maturity date of any of the original bonds issued by FMPA to finance its ownership interest in St. Lucie Unit No. 2 (without regard to whether such bonds are retired, redeemed or otherwise repaid prior to such date or whether their maturity is in any way extended).”;

WHEREAS, the Parties agreed in Amendment Number Five to extend the term of the Agreement for an additional five (5) year period after October 1, 2017; and

WHEREAS, the Parties now desire by this Amendment Number Six to extend the term of the Agreement after October 1, 2022.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to change the Agreement as follows:

1. Section 3.6 of the Agreement shall be revised and replaced as follows:

- 3.6 The exchange provided in Section 3.1 shall commence if and when FPL declares St. Lucie Unit No. 2 in Firm Operation pursuant to the Participation Agreement and shall be effective until the earlier of (a) final retirement by FPL of both St. Lucie Unit No. 1 and St. Lucie Unit No. 2, or (b) the Exchange Termination Date, as defined below. FPL may finally retire St. Lucie Unit No. 2 in accordance with the Participation Agreement and may finally retire St. Lucie Unit No. 1 at such time and under such circumstances as it in its sole discretion deems appropriate. As the intent of the Parties in agreeing to the exchange is to share the risks of operation and premature retirement of the two generating units (including the risks of government action), the exchange, once initiated, shall remain in effect until the earlier of (a) final retirement of both St. Lucie Unit No. 1 and St. Lucie Unit No. 2 whether or not each such unit is operable or operating at any time or from time to time or has been retired or (b) the Exchange Termination Date. The “Exchange Termination Date” shall be the earlier of (i) the date upon which the Parties mutually agree in writing to terminate the exchange provided for in Section 3.1; or (ii) either Party unilaterally terminates the exchange provided for in Section 3.1 by providing not less than 60 days prior written notice delivered to the other Party in accordance with Section 10.5.
2. Except as specifically modified herein, the terms and conditions of the Agreement remain in full force and effect.
  3. The Parties acknowledge that to become effective this Amendment must be accepted by the Federal Energy Regulatory Commission (“FERC”) pursuant to Section 205 of the Federal Power Act (“FPA”). Accordingly, FPL shall file this Amendment with FERC no later than August 1, 2022 and request that it be accepted without modification to become effective as of October 1, 2022. FMPA shall support such filing, including the requested effective date of October 1, 2022, and shall not lend support to any protests or pleadings that oppose FERC’s timely acceptance of this Amendment. If the Amendment is not accepted by FERC as filed, the Parties agree to pursue mutually acceptable modifications to the Amendment. If the Parties are unable to reach agreement with respect to such modifications, this Amendment shall be deemed null and void.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Number Six to be executed by their duly authorized representatives.

FLORIDA POWER & LIGHT COMPANY

FLORIDA MUNICIPAL POWER AGENCY

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**ITEM 9 - INFORMATION  
ITEMS**

**g. Refund of \$13 Million  
Deposit for Solar Phase II  
Whistling Duck Network  
Upgrades**

**BOARD OF DIRECTORS  
June 23, 2022**



# **BOD 9g EC 9i - Solar Phase II Whistling Duck Network Upgrades**

Board of Directors &  
Executive Committee

June 23, 2022

# ARP Funded Whistling Duck Network Upgrade Security

## *Was Lowest Cost Option with Best Chance to Stay on Schedule*

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- ARP funded entire \$13.2M on behalf of all Solar II Participants
- Origis Energy assigned refund rights to ARP
  - Refund expected within 5 years of COD of the facility
- MOU between ARP and Solar II Project
  - ARP discretion on how to fund, used available liquidity
  - ARP receives benefit of all interest, better than alt investment
  - Solar II Project responsible for share of any shortfall in refund from Duke

# Origis Offer to Take Over Network Upgrade Security

## *New Capital Financing Alleviates Cost Concerns*

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- Origis can replace security with Letter of Credit w/o PPA rate impact
  - ARP would receive all funding back
- However, tariff and inflationary pressures will still impact PPA rate
  - Solar II Participants considering whether to accept increase
  - Solar Committee decision to be brought back for BOD/EC approval
- Security funding offer contingent on project moving forward
  - Pursuing parallel paths to avoid any delays

# Information Only

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- Action item to terminate or amend the Network Upgrade Funding Agreement between FMPA and Origis will be brought back at a future meeting.



# (Backup Slides)



# Phase II - Whistling Duck Shares

<u>Participant</u>	<u>MW</u>	<u>%</u>
Beaches	7.5	10.0%
FPUA	7.5	10.0%
Havana	0.13	0.2%
KEYS	12.5	16.7%
KUA	10.0	13.4%
Newberry	0.5	0.7%
Ocala	10.0	13.4%
<b>ARP</b>	<b>48.13</b>	<b>64.25%</b>
Homestead	2.5	3.4%
LWU	13.3	17.7%
Mount Dora	1.0	1.3%
New Smyrna	5.0	6.7%
Winter Park	5.0	6.7%
<b>Solar Project II</b>	<b>26.78</b>	<b>35.75%</b>
<b>Total</b>	<b>74.90</b>	<b>100%</b>

**AGENDA ITEM 10 – MEMBER  
COMMENTS**

**Board of Directors Meeting  
June 23, 2022**

**AGENDA ITEM 11 – ADJOURNMENT**

**Board of Directors Meeting  
June 23, 2022**



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Session **MEETING DATE:** July 5, 2022  
**FROM:** Marlena Guthrie, Finance Director  
**SUBJECT:** Council establishes workshop dates for reviewing the Operating Budget and Capital Improvement Plan for FY 2022/2023.

### BACKGROUND

Staff has tentatively set August 4 at 8:00 am, and August 9, 2022, at 8:00 am as workshop dates for reviewing the Operating Budget and the Five-Year Capital Improvement Plan. Staff would like to recommend the following:

August 4, 2022- 8:00 am: Outside Agency requests, Health Insurance Plan, and all Utility Enterprise Funds Operating Budgets and associated Capital Improvement Plan (CIP) which includes Electric, Water, Wastewater, Solid Waste, Customer Service, Stormwater and Reclaimed Water. General Fund Revenues and Expenditures Operating Budgets and associated Capital Improvement Plan (CIP), Review Police Building Debt Service Fund, and Spring Park Debt Service Fund, and Special Revenue Funds (Building and Law Enforcement Trust) Operating Budgets and Capital Improvement Plan (CIP).

August 9, 2022- 8:00 am: Review/Complete any unfinished Budget items from the August 4, 2022, workshop.

### FISCAL IMPACT

None

### RECOMMENDATION

Accept the workshop dates for reviewing the Operating Budget and Capital Improvement Plan for FY 2022/2023.