

**AGREEMENT FOR  
PROFESSIONAL CONSTRUCTION SERVICES  
Bid # 2023-01 – Public Works Compound – Phase 2**

This Agreement is entered into as of this 21<sup>st</sup> day of March, 2023, by and between the City of Green Cove Springs, Florida, a municipal corporation under the laws of the State of Florida whose address is: 321 Walnut Street, Green Cove Springs, Florida, 32043, hereinafter referred to as “CITY” and Thomas May Construction Company, whose address is: 310 College Drive, Orange Park, FL 32065, hereinafter referred to as “CONTRACTOR.”

**WITNESSETH**

WHEREAS, the CITY is in need of qualified and licensed Construction services for the Public Works Compound Phase 2 Project; and

WHEREAS, the CITY solicited a proposal for services; and

WHEREAS, the CONTRACTOR submitted a proposal to provide said services and has represented to the CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable laws and professional standards.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

**1.0 TERM**

- 1.1 This Agreement is to become effective upon execution by both parties and shall remain in effect until completion of the work outlined in Bid # 2023-01 – Public Works Compound Phase 2.

**2.0 DESCRIPTION OF SERVICES**

- 2.1 It is expressly understood and acknowledged that the CONTRACTOR shall provide those services as more particularly described in Exhibit “A” (Proposal Form) including, but not necessarily limited to the pond, parking lot, fencing, stormwater work and landscaping .
- 2.2 The CONTRACTOR shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the CONTRACTOR. Upon receipt of the signed Notice to Proceed from the CITY, the CONTRACTOR shall perform the services set forth herein.

- 2.3 The CONTRACTOR shall provide the CITY'S designated Project Manager with statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month.

### **3.0 SCHEDULE**

- 3.1 The CONTRACTOR shall perform services in conformance with the mutually agreed upon schedule consistent with the completion of the project and the fee proposal attached herein as Exhibit "A". More specifically, the construction shall be completed within 120 days from issuance of Notice to Proceed per the bid documents. The CONTRACTOR shall complete all services in a timely manner and will keep the CITY fully informed of the status of the work on a reasonable basis in relation to the scope of the project or at least monthly. Should the CONTRACTOR fall behind the agreed upon schedule it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.
- 3.2 No extension for completion of services shall be granted to the CONTRACTOR without the CITY'S prior written consent.

### **4.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES**

- 4.1 The CITY shall allow the CONTRACTOR one payment draw per month, less 5% retainage, payment shall be based upon the agreed upon fees found in Exhibit "A". The fee schedules shall include wages, salaries, taxes, insurance, overhead, and profit. The CITY shall pay the CONTRACTOR in an amount not to exceed \$725,450.00. This is a lump sum, all-inclusive of the base bid and sliding gate allowance. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and the CONTRACTOR in advance and in writing and must be based upon items that are beyond the Project Scope of Services in Exhibits "A".
- 4.2 **TIME FOR PAYMENT:** Once a month the CONTRACTOR may submit an invoice for payment. As a condition for receiving payment, the CONTRACTOR shall be on schedule and in good standing with the CITY, they shall not be in default of any of the terms and conditions of this Agreement. The CONTRACTOR shall provide to the CITY an invoice, along with all partial/final release of liens from subcontractors and suppliers. The invoice shall be forwarded to the CITY'S Representative for Review and approval, the Representative will then forward it to Finance for payment. All Requests for Payment shall be signed by an authorized representative of the CONTRACTOR, no manually corrected invoices shall be accepted, for payment, any corrected invoices shall be returned to the CONTRACTOR for their review and the corrected invoice re-submitted for payment. The monthly invoice shall include a statement identifying the time frame which it corresponds to, it shall be for a single lump sum billed amount for services

performed as set forth in Exhibit "A", less the 5% retainage. The CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from the CONTRACTOR. In the event that the CITY disputes any invoice submitted, it shall advise the CONTRACTOR, in writing, and said invoice shall not be deemed due and payable under this Agreement. Neither the CITY'S review, approval, or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONTRACTOR shall be liable to the CITY for any and all damages to the CITY caused by the CONTRACTOR'S negligence or wrongful performance of any of the services furnished under this Agreement.

- 4.3 In the event of termination by the CITY under Section 16.0 during the performance of the services, payments due the CONTRACTOR up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

#### **5.0 RIGHT TO INSPECTION**

- 5.1 The CITY or its agents shall at all times have the right to review or observe the services performed by the CONTRACTOR. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibility under this Agreement.

#### **6.0 PROGRESS MEETING**

- 6.1 The CITY'S designated Project Manager may hold periodic meetings on a monthly basis, or more frequently, if required, during the term of this Agreement. The CONTRACTOR'S Project Manager and all other appropriate personnel shall attend such meetings as designated by the CITY'S Project Manager.

#### **7.0 SAFETY**

- 7.1 The CONTRACTOR agrees to comply with the CITY'S published safety standards while on the property of the CITY.
- 7.2 The CONTRACTOR shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

#### **8.0 REASONABLE ACCESS**

- 8.1 During the term of this Agreement, the CITY shall grant the CONTRACTOR reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

#### **9.0 INSURANCE/BONDS AND HOLD HARMLESS / INDEMNIFICATION**

- 9.1 The CONTRACTOR shall maintain in force during the term of this Agreement, at its own expense, insurance set forth in Exhibit "A", attached hereto and incorporated herein, and shall be bound by the terms of the Hold Harmless / Indemnification provisions expressed therein.
- 9.2 The CONSTRUCTION MANAGER shall maintain a performance bond in an amount equal to the contract amount for the duration of the term of this agreement.

## **10.0 COMPLIANCE WITH LAWS AND REGULATIONS**

- 10.1 The CONTRACTOR shall comply with all requirements of Federal, State, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

## **11.0 REPRESENTATIONS**

- 11.1 The CONTRACTOR represents that the services provided hereunder shall conform to all requirements of this Agreement, response thereto and any amendments or supplements thereto; shall be consistent with recognized and sound professional construction management practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 11.2 The recommendations, advice, budgetary information and schedules to be furnished by CONTRACTOR under this Agreement shall not be deemed to be representations, warranties, or guarantees or constitute the performance of licensed professional services. Further CONTRACTOR shall not be required to provide professional services that constitute the practice of architecture or engineering. CONTRACTOR shall cause any such services to be provided by a properly licensed design professional. Any claim by Owner for damage, loss, or expense, based directly or indirectly upon acts, errors, or omissions of any architect, engineer, or other design professional who CONTRACTOR is required to engage in connection with this Agreement shall be made by Owner against said design professional and its insurer(s) only, and CONTRACTOR shall have no liability of any kind, direct or indirect, for the professional negligence of said design professional under this Agreement or otherwise.

In no event shall CONTRACTOR's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under this Agreement exceed the value of the contract or not otherwise addressed in CONTRACTOR's insurance coverage in which case the higher coverage amount shall apply, whether based on delay, contract, tort, negligence, strict liability, warranty,

indemnity, error and omissions or otherwise, provided that such limitation of liability shall not apply to CONTRACTOR's indemnity obligations for claims asserted against the Owner by third parties for personal injury or tangible property damage caused by the negligence of the CONTRACTOR or its employees, and provided further that such limitation shall not apply to amounts actually paid from the professional liability insurance CONTRACTOR is required to maintain pursuant to the terms of this Agreement.

- 11.3 The CONTRACTOR represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 11.4 Subject to the provisions of this Section, should the CONTRACTOR breach the warranties set forth herein, the CITY shall have such remedies as may be provided at law or equity.

## **12.0 DOCUMENTS**

- 12.1 Upon the CITY'S or its designated Project Manager's request, at any time during the term of this Agreement, or upon completion or termination of this Agreement, the CONTRACTOR shall provide the CITY, or its designated Project Manager, with a copy of all documents, plans, drawings and electronic files prepared by the CONTRACTOR under this Agreement.

## **13.0 ASSIGNMENT**

- 13.1 The CONTRACTOR shall not assign or subcontract this Agreement or any rights or monies due or to become due hereunder without the prior written consent of the CITY.
- 13.2 If, upon receiving written approval from the CITY, any part of this Agreement is subcontracted by the CONTRACTOR, the CONTRACTOR shall be fully responsible to the CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 13.3 If the CITY determines that any subcontractor is not performing in accordance with this Agreement, the CITY shall so notify the CONTRACTOR who shall take immediate steps to remedy the situation.
- 13.4 If any part of this Agreement is subcontracted by the CONTRACTOR prior to commencement of any work by the subcontractor, the CONTRACTOR shall require the subcontractor to provide the CITY and its affiliates with insurance coverage as required by the CITY.

#### **14.0 INDEPENDENT CONTRACTOR**

- 14.1 At all times during the term of this Agreement, the CONTRACTOR shall be considered an Independent Contractor.

#### **15.0 DEFAULT**

- 15.1 If, during the term of this Agreement, the CONTRACTOR shall be found in default of any of the material provisions of this Agreement, the CITY may suspend its performance hereunder until such delinquency or default has been corrected; the CITY shall notify the CONTRACTOR in writing and of the deficiency and allow them ten (10) days to correct the default before suspending them. If the CONTRACTOR fails to correct such delinquency within the allotted time-period, the CITY may terminate this Agreement.

#### **16.0 TERMINATION**

- 16.1 Notwithstanding any other provision of this Agreement, the CITY may, upon written notice to the CONTRACTOR, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to the CONTRACTOR; b) the CONTRACTOR is adjudged to be bankrupt; c) the CONTRACTOR makes a general assignment for the benefit of its creditors; or d) the CONTRACTOR fails to comply with any of the conditions or provisions of this Agreement, without prejudice to any other right or remedy the CITY may have under this Agreement. In the event of such termination, the CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.
- 16.2 The CONTRACTOR may stop work or terminate if through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 60 days by owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within 30 days after it is submitted or Owner fails to pay CONTRACTOR in accordance with Florida's Prompt Payment Act any sum finally determined to be due, then CONTRACTOR may, upon 10 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment invoiced for services rendered to date. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon 10 days' written notice to Owner stop the Work until payment is made of all such amounts due CONTRACTOR.

#### **17.0 FORCE MAJEURE**

- 17.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if, and to the extent, caused by acts of God, fire, flood, windstorm, explosion, riot, war, sabotage, strikes, extraordinary breakdown of or damage to the CITY'S affiliates' generating plants, their equipment or facilities; court injunction or order; Federal and/or State law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

## **18.0 PUBLIC RECORDS REQUIREMENTS**

- 18.1 Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:
1. Keep and maintain public records required by the public agency (City/Organization) to perform the service.
  2. Upon request from the public agency's custodian of public records (City Clerk), provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
  4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, for their duties to provide public records relating to this contract then contact the City's custodian of Public Records City Clerk Erin West at (904) 297-7500 X 3307, or e-mail [ewest@greencovesprings.com](mailto:ewest@greencovesprings.com), 321 Walnut St. Green Cove Spring FL 32043.

## **19.0 GOVERNING LAW & VENUE**

19.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Clay County, Florida, or the United States District Court in and for the Middle District of Florida. Each party waives their rights to a jury trial of any issues arising hereunder and agreement to submit to binding arbitration.

## **20.0 HEADINGS**

20.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

## **21.0 SEVERABILITY**

21.1 In the event any portion of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

## **22.0 WAIVER AND ELECTION OF REMEDIES**

22.1 Waiver by either party of any terms, conditions, or provisions of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

22.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

## **23.0 THIRD PARTY RIGHTS**

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CITY and the CONTRACTOR.

## **24.0 PROHIBITION AGAINST CONTINGENT FEES**

24.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

## **25.0 ENTIRE AGREEMENT**



25.1 Except as otherwise stated, this Agreement, including the schedules, attachments, appendixes, and exhibits attached hereto, constitutes the entire Agreement between the CITY and the CONTRACTOR with respect to the service specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

**26.0 SOVEREIGN IMMUNITY**

26.1 Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY'S potential liability under Federal or State law.

**27.0 NOTICE**

27.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage pre-paid, to:

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

CONTRACTOR: Thomas May Construction Company  
310 College Drive  
Orange Park, FL 32065

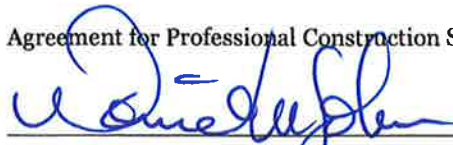
Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**City of Green Cove Springs**

Agreement for Professional Construction Services

  
\_\_\_\_\_  
Daniel M. Johnson, Mayor

3/21/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Steve Kennedy, City Manager


3/21/23  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Erin West, City Clerk

3/21/23  
\_\_\_\_\_  
Date

AS TO FORM ONLY:

  
\_\_\_\_\_  
L. J. Arnold, III, City Attorney

3/21/23  
\_\_\_\_\_  
Date

**Thomas May Construction**

  
\_\_\_\_\_  
Keith R. Ward, President

3/25/23  
\_\_\_\_\_  
Date

**Thomas May Construction Company**

Exhibit "A"  
**PROPOSAL FORM**

**ORIGINAL**

BID NO. 2023-01, Public Works Compound Phase 2

City's Designated Representative (regarding this Bid Package): Kim Thomas, Executive Assistant, at (904) 297-7500 ext. 3320 or [kthomas@greencovesprings.com](mailto:kthomas@greencovesprings.com).

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Green Cove Springs, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, Bidder understands and accepts that the City reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions" and is enclosed within this bid package.

BIDDER: Thomas May Construction Company  
ADDRESS: 310 College Drive  
Orange Park, Florida 32065

Bidder's Representative (authorized to bind the Bidder and/or Business/Company to the terms, Specifications, and proposed prices of the bid):

Keith R. Ward                      President                                      (904) 272-4808  
(Name)                                      (Title)    (Phone Number)

Bidder's Signature: 

ADDENDA  
The Bidder hereby acknowledges receipt of Addenda No. 1 2 3 pertaining to Bid No. 2023-01.

**Thomas May Construction Company**

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.

\*REFER TO THE **SPECIAL INSTRUCTIONS** OF THE BIDDING DOCUMENTS TO VERIFY THE CORRECT METHOD TO COMPLETING THIS FORM.

**Please Use Provided Table**

<b>Bid Price</b>	
<b>Base Bid Lump Sum Price</b> (labor, materials, equipment, taxes, freight, etc.)	\$ <u>710,450.00</u> <b>SEVEN HUNDRED TEN THOUSAND, FOUR HUNDRED &amp; FIFTY DOLLARS AND ZERO CENTS</b>
<b>Sliding Gate Allowance:</b>	\$ <u>15,000.00</u> <b>FIFTEEN THOUSAND DOLLARS AND ZERO CENTS</b>
<b>TOTAL BID (ITEM A + ITEM B):</b>	\$ <u>725,450.00</u> <b>SEVEN HUNDRED TWENTY-FIVE THOUSAND, FOUR HUNDRED &amp; FIFTY DOLLARS AND ZERO CENTS</b>

**Thomas May Construction Company**

**TITLE: Public Works Compound Phase 2**

**CLARIFICATIONS AND EXCEPTIONS**

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

  
Vendor/Contractor Signature      Keith R. Ward      03/09/2023  
Date

**Thomas May Construction Company**

**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 2023-01, 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: \_\_\_\_\_

**N/A**

- 4. The bid was too restrictive. \_\_\_\_\_
- 5. The bid was not sufficiently clear. \_\_\_\_\_

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

Vendor/Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

# THOMAS MAY CONSTRUCTION COMPANY

## AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT

It is the policy of Thomas May Construction Company that disadvantaged businesses shall have the maximum opportunity to participate as subcontractors and suppliers on all contracts awarded by the City of Green Cove Springs.

All applicable federal, state and local laws and regulations, including but not limited to the Executive Order 11246 and its amendments including 11375 and 12086; the Rehabilitation Act of 1973; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Title IX of the Education Amendments of 1972; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1975; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments, shall apply to all contracts entered into between the City of Green Cove Springs and Thomas May Construction Company. Subcontractors and/or suppliers to the Thomas May Construction Company will also be bound by these requirements.

Thomas May Construction Company, and its subcontractors shall take all necessary and reasonable steps in accordance with Executive Orders 11246 and 11375, to ensure that disadvantaged businesses have the maximum opportunity to compete and perform work contracted with the City of Green Cove Springs.

Thomas May Construction Company, and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the administration of the contracts with the City of Green Cove Springs. Such action will include, but will not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation. Our company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Implementing our Affirmative Action Plan will satisfy compliance with the above requirements.

Thomas May Construction Company has appointed an Equal Employment Opportunity (EEO) Officer to develop, implement, and monitor our Affirmative Action Plan. The EEO Officer will be responsible for disseminating this policy statement throughout our Construction Company and to disadvantaged controlled businesses. The EEO Officer shall report all data to a designated Liaison Officer. The Liaison Officer will submit all records, reports and documents required, and shall maintain such records for a period not less than three years, or as directed by any specific contractual requirement.

The following individuals have been assigned as the Equal Employment Opportunity Officer and Liaison Officer for our company, with the responsibility for implementing the Company's affirmative action program in accordance with all requirements

Equal Employment Opportunity Officer  
Keith R. Ward  
President  
310 College Drive  
Orange Park, Florida 32065

Liaison Officer  
Brenda Rau  
Office Administrator  
310 College Drive  
Orange Park, Florida 32065

#### **I. DESIGNATION OF EQUAL EMPLOYMENT OPPORTUNITY OFFICER**

Thomas May Construction Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the City of Green Cove Springs. The company has appointed an EEO Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Executive Orders 11246 and 11375.

- A. The EEO Officer will have primary responsibility for developing, maintaining, and monitoring the company's utilization of disadvantaged subcontractors.
- B. The EEO Officer shall aggressively solicit bids from disadvantaged business subcontractors for all City of Green Cove Springs contracts.
- C. The EEO Officer shall abide by all applicable laws and regulations governing hiring practices. He shall comply with all requirements of Section Three of the Housing and Urban Development Act of 1968.
- D. The EEO Officer shall target the project area for the purpose of job training and employment.
- E. The EEO Officer shall solicit business concerns from the area including the entire Clay County region, for the purposes of awarding contracts.
- F. The EEO Officer shall secure the cooperation and compliance of contractors, subcontractors, and Unions in implementing this affirmative action plan.

#### **II. DESIGNATION OF LIAISON OFFICER**

- A. The Liaison Officer will submit all records, reports, and documents required by the department, and shall maintain such records for a period not less than three years, or as directed by any specific contractual requirement of the department.
- B. The Liaison Officer shall implement all approved recommendations given by the EEO Officer.



### III. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, Thomas May Construction Company has identified the following known barriers for participation by disadvantaged subcontractors, before describing its proposed affirmative action methods.

- A. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
- B. Lack of certified disadvantaged subcontractors who seek to perform Clay County work.
- C. Lack of interest in performing Clay County work.
- D. Lack of response when requested to bid.
- E. Limited knowledge of the City of Green Cove Springs plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Thomas May Construction Company to provide maximum opportunity by utilizing the following affirmative action methods to ensure participation on contracts with the City of Green Cove Springs. Thomas May Construction Company shall:

- A. Provide written notice including, but not limited to our Invitation to Bid form, to a reasonable number of specific DBE subcontractors in all areas of work to be subcontracted by the company.
- B. Advertise requirements in minority focused media including, but not limited to, community organizations, public and private institutions, YMCA, YWCA, Chamber of Commerce, and other associations, concerning subcontract and employment opportunities with the company.
- C. Select portions of the work to be performed by DBE's in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation).
- D. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities.
- E. Waive requirements of performance bonds where it is practical to do so.
- F. Attend pre-bid meetings to apprise disadvantaged subcontractors of opportunities with the company.
- G. Follow up on initial solicitations of interest to DBE contractors to

determine with certainty whether the company is interested in the subcontract opportunity.

- H. Continue on-the-job training with new hires and/or participation in training programs for the area (NEFBA Apprenticeship Program), which include minorities and women.
- I. Encourage current minority and female employees to recruit other minority personnel.

Thomas May Construction Company understands that this list of affirmative action methods are not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

#### IV. IMPLEMENTATION

On contracts with specific DBE goals, Thomas May Construction Company will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

#### V. REPORTING

The Thomas May Construction Company shall keep and maintain such records as are necessary to determine the company's compliance with its Affirmative Action Plan.

The company will design and maintain its record keeping system to indicate:

- A. The number of DBE subcontractors and suppliers used by the company, identifying the items of work, materials and services provided.
- B. The efforts and progress being made in obtaining DBE subcontractors through local and community sources.
- C. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all City of Green Cove Springs Projects.

Thomas May Construction Company shall maintain its current Equal Employment Opportunity records including, but not limited to:

- A. Log of Applicants
- B. New Hire Listing
- C. New Hire Veterans Listing
- D. Minority Listing

- E. Workforce Roster
- F. Terminated Employee Listing

**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 Keith R. Ward, President  
(print individual's name and title)  
for Thomas Mav Construction Company  
(print name of entity submitting sworn statement)  
whose business address is 310 College Drive  
Orange Park, Florida 32065

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2520445  
(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. 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

Thomas May Construction Company

“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

  
Signature Keith R. Ward

Sworn to and subscribed before me this 2nd day of March, 20 23

Personally know:  Title: President

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

N/A My commission expires October 30, 2023  
(Type of identification)

  
Printed typed or stamped commissioned name of notary pu  
**Brenda S. Rau**



**Thomas May Construction Company**

**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 **Thomas May Construction Co.** (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,

**Keith R. Ward** **President**

**Thomas May Construction Company** (name of business), fully complies/does not comply with the above requirements.

  
Vendor/Contractor Signature      Keith R. Ward

**03/09/2023**

Date

**Thomas May Construction Company**

**REFERENCES**

**Thomas May**

The following are client/customer references for whom **Construction Company** (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
<b>St. Johns Co. Board of Co. Commissioners</b>	<b>plaw@sjcfl.us</b>	<b>(904) 209-0417</b>	<b>Pat Law</b>
<b>City of St Augustine Beach</b>	<b>btredik@cityofsab.org</b>	<b>(904) 471-1119</b>	<b>William J. Tredik</b>
<b>City of Fernandina Beach</b>	<b>cgeorge@fbfl.org</b>	<b>(904) 310-3421</b>	<b>Charles George</b>
<b>Nassau County School Board</b>	<b>bunchje@nassau.k12.fl.us</b>	<b>(904) 225-5343</b>	<b>Jeffrey L. Bunch</b>
<b>Clay County School Board</b>	<b>david.kramer@myoneclay.net</b>	<b>(904) 336-6849</b>	<b>David Kramer</b>

**Additional References & Experience on Attached Spreadsheets per Item "D" In Bid Evaluation List**

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 our status with the following.

**Northeast Florida Builders Association**  
**6747 Southpoint Pkwy., Jacksonville, FL. 32216**      **Jessie Spradley (904) 294-0213**

**Clay County Development Authority**  
**1845 Town Center Blvd. #410, Fleming Island, FL. 32003**      **Josh Cockrell (803) 917-2420**

**Thomas May Construction Company**

Submitting Respondent

 03/09/2023  
Signature      Keith R. Ward      Date



310 College Drive  
 Orange Park, Florida 32065  
 (904) 272-4808  
 Fax (904) 272-4957

GENERAL CONTRACTOR  
 CGC027983 & CGC1530108  
 ROOFING CONTRACTOR  
 CCC1333915

**ADDITIONAL QUALIFICATION REQUIREMENTS  
 REFERENCE LIST**

Per your specifications for the enclosed bid, we are including references from projects completed.

Point of Contact	Contact Numbers	Projects
Phyllis Thorpe St. Johns County 2750 Industry Center Road St. Augustine, FL. 32084	(904) 209-0150 (904) 209-0151 Fax <a href="mailto:pthorpe@sjcfl.us">pthorpe@sjcfl.us</a>	West Augustine New Community Center District Park, Offices, Olympic-size Pool St. Augustine Amphitheatre & Arboretum NW Annex Tax Office Renovation Open-Sided Pole Barns Multiple Locations
Dean Scott R. Dean Scott, Architect 126 West Adams St. #602 Jacksonville, FL. 32202	(904) 598-0072 (904) 598-0450 Fax <a href="mailto:dscott@rdeanscott.com">dscott@rdeanscott.com</a>	Hibernia Baptist Church Sanctuary, Kirkland Residence Smart House & Handicapped-Accessible Pool Park Av. Dermatology
Jeffery Marks Clay Co. School Board 900 Walnut St. Green Cove Springs, FL. 32043	(904) 336-6821 (904) 336-6522 Fax <a href="mailto:Jeffery.marks@myoneclay.net">Jeffery.marks@myoneclay.net</a>	Fleming Island High AICE Testing Facility Coppergate New Elementary School "V" CCSD Operations Building 1 West End Renovation Clay Co Schools District Office Renovation Clay Co Schools Re-Roof Portables County-wide CCSD Front Entrance Security Control Access County-wide
Scott Augustine St Johns County Board of County Commissioners	(904) 209-0107 (904) 209-0109 Fax <a href="mailto:saugustine@sjcfl.us">saugustine@sjcfl.us</a>	SJC Mussallem Beachfront Parking Phase 2 SJC Fire Rescue Administration Building Fence Installation SJC Doug Crane Park Dock & Parking Lot/Sitework SJC Ocean Hammock Phase II Parking Lot/Sitework
Jeffrey Bunch Nassau Co. School Board 86334 Goodbread Rd. Yulee, FL. 32097	(904) 225-5343 (904) 225-0094 Fax <a href="mailto:bunchje@nassau.k12.fl.us">bunchje@nassau.k12.fl.us</a>	Fernandina Beach Middle School Remodel Yulee Primary School Yulee Elementary School Callahan Intermediate School Multiple Sitework Projects New Wildlight Elementary Phase I & Phase II Addition Yulee Middle School Addition
William Hagan Hagan Ace Hardware	(904) 272-1414 (904) 272-1939 Fax <a href="mailto:bhagan@haganace.com">bhagan@haganace.com</a>	Hagan Ace Hardware of MacClenny Hagan Ace Hardware - Mandarin Hagan Ace Hardware - Orange Park Remodel Hagan Ace Hardware - St. Augustine
Dave Loper Clay Electric Cooperative, Inc. P.O. Box 308 Keystone Heights, FL. 32656	(352) 473-8000 (352) 473-1361 <a href="mailto:dloper@clayelectric.com">dloper@clayelectric.com</a>	Clay Electric New Headquarters Clay Electric Call Center Clay Electric Access Control at Card Reader Stations



**ITEM "D" EVIDENCE OF JOB EXPERIENCE**

**GC Division**

<b>Owner</b>	<b>Project</b>	<b>Point of Contact Information</b>	<b>Contract Price</b>	<b>Dates of Project</b>	<b>% of Work by TMC</b>
Challenge Enterprises of North Florida	Challenge Enterprises Office Suite Renovations	Fisher / Koppenhafer, P.A. (907) 387-0077 Kope@fkaid.com	\$475,430 \$547,394 Owner Change Orders & Direct Purchases	03/05/2020 11/01/2020	34%
Slate Real Estate	Slate Real Estate Tenant Build-out Durbin Pavilion Drive #101 Duval County	Brian Boatright Architect (904) 413-8028	\$261,025 \$278,352 Owner Change Orders	04/08/2021 08/19/2021	23%
Nassau County School Board	Yulee Middle School Classroom Addition to Existing School	Dean Scott - Architect (904) 598-0072 Jeffery Bunch - Nassau County bunchje@nassau.k12.fl.us	\$9,463,900 \$7,353,797 Direct Purchase Project	09/06/2021 02/28/2023	16%
School District of Clay County	Orange Park High School Front Entrance Renovation Orange Park, FL	Erik Kasper - Architect (904) 683-9201 Jeffery Marks - Clay County (904) 336-6821 Jeffery.marks@myoneclay.net	\$999,619 \$1,303,279 Owner Change Orders	06/01/2022 01/10/2023	24%
School District of Clay County	Orange Park High School Stadium Renovation Orange Park, FL	Erik Kasper - Architect (904) 683-9201 Jeffery Marks - Clay County (904) 336-6821 Jeffery.marks@myoneclay.net	\$2,438,722 \$2,447,390 Owner Change Orders	07/07/2022 04/06/2023	12%
School District of Clay County	Ridgeview High School Restroom Renovations Buildings #5, #6 & #7	Kasper Architects Erik Kasper (904) 683-9201	\$383,500 \$396,325 Owner Change Orders	05/19/2022 09/09/2022	26%
City of Fernandina Beach Nassau County	Amelia River Waterfront Stabilization Project Parking Lots C & D Fernandina Beach	Charles George City Engineer (904) 310-3421	\$2,435,584 \$2,468,944 Owner Change Orders	08/21/2021 05/31/2022	8%
St. Johns County Board of County Commissioners	Construction of (8) Pole Barns in Multiple Locations in St. Johns County	Phyllis Thorpe - Project Manager (904) 209-0150	\$72,000 Task Order #26	03/16/2021 04/07/2021	12%
St. Johns County Board of County Commissioners	Mussallem Beach Park Parking Lot Construction	Scott Augustine - Project Manager (904) 484-4101 saugustine@sjcfl.us	\$200,000 \$203,113 Task Order #39	05/18/2022 09/23/2022	15%
School District of Clay County	Coppergate Elementary School Control Booth (Sound Booth) Remodel	Jeffery Marks - Clay County (904) 336-6821 Jeffery.marks@myoneclay.net	\$75,000	12/03/2021 02/28/2022	34%
Nassau County School Board	Wildlight Elementary School Phase II Classroom Building Addition	R. Dean Scott, Architect, Inc. (904) 598-0072	\$6,197,000 \$4,879,874 Direct Purchase Project	08/03/2020 10/31/2021	11%

**EVIDENCE OF JOB EXPERIENCE**

<b>Owner</b>	<b>Project</b>	<b>Point of Contact Information</b>	<b>Contract Price</b>	<b>Dates of Project</b>	<b>% of Work by TMC</b>
St. Johns County Board of County Commissioners	St. Johns County Fire Rescue Administration Building Fencing	Patrick Law - Project Manager plaw@sjcfl.us	\$199,746	05/12/2022 09/07/2022	11%
Duval County Public Schools	Wolfson High School #224 Field Houses Renovations & Additions	Bhide & Hall Architects, Inc. (904) 264-1919	\$416,462 \$413,088	06/10/2020 04/29/2021	30%
St. Johns County Board of County Commissioners	SJC Building Services Renovations & Acoustical Panels Permit Center	Patrick Law - Project Manager plaw@sjcfl.us	\$124,300 \$127,770 Task Order #25	08/24/2020 03/10/2021	29%
Nassau County Board of County Commissioners	Nassau County Animal Services Cattery Addition	Gillette & Associates (904) 251-8819	\$227,650	05/26/2020 11/11/2020	36%
School District of Clay County	Clay County School Board District Office Operations Building #1 West End Renovation & Remodel	Brian Boatright Architect (904) 413-8028	\$199,500 \$226,112 Owner Change Orders	07/16/2020 11/25/2020	40%
Nassau County School Board	Callahan Intermediate School Parent Pickup Lane Extension	Mittauer & Associates (904) 278-0030	\$548,000 \$705,220 Owner Change Orders	06/01/2020 08/21/2020	27%
Nassau County School Board	Callahan Intermediate School Emergency Repairs Phase II	Jeffrey Bunch - Project Manager (904) 225-5343 bunchje@nassau.k12.fl.us	\$459,025 \$466,525 Owner Change Orders	04/06/2020 06/04/2020	15%
Nassau County School Board	Callahan Intermediate School Emergency Storm Drain & Asphalt Pavement Repairs	Jeffrey Bunch - Project Manager (904) 225-5343 bunchje@nassau.k12.fl.us	\$236,540 \$243,115	03/04/2020 04/02/2020	31%

**ITEM "D" EVIDENCE OF EXPERIENCE**  
**THOMAS MAY CONSTRUCTION COMPANY**  
 Additional Completed Construction Projects in 2021

Orange Park High School Ceiling / Lighting Cafeteria 2300 Kingsley Avenue Orange Park, FL. 32073	Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850	Jeffery Marks Project Manager Facilities 904-336-6850 <a href="mailto:jeffery.marks@myoneclay.net">jeffery.marks@myoneclay.net</a>	\$143,412  Continuing Services Contract Task Order #20/21-01 Master #18-MCC-THO-09215	11/02/21  11/16/21
Fernandina Beach High School Pirates Baseball Exercise Room 435 Citrona Drive Fernandina Beach, FL. 32034	Nassau County School Board 1201 Atlantic Avenue Fernandina Beach, FL. 32034 Jeffrey Bunch <a href="mailto:bunchje@nassau.k12.fl.us">bunchje@nassau.k12.fl.us</a>	Jeffrey Bunch - Director of Facilities NCSB 904-225-5343 <a href="mailto:bunchje@nassau.k12.fl.us">bunchje@nassau.k12.fl.us</a>	\$121,860  Continuing Services Contract	09/10/21  12/15/21
Orange Park Sheriff Substation Retrofit 212 Blanding Blvd. Orange Park, FL. 32073 Hurricane Wind Retrofit	Clay County Board of County Commissioners 477 Houston Street Green Cove Springs, FL. 32043	Alyssa Hamilton Purchasing 904-278-3766	\$233,120  Competitive Bid  Change Order for Damaged Wood Replacement	09/02/21  12/21/21
Yulee Middle School Four (4) Buildings Roofing Under BBG Contracting 85439 Miner Road Yulee, FL. 32097	BBG Contracting Group, Inc. 10562 New Kings Road Jacksonville, FL. 32219	Blake McCre 904-766-5800 Jeffrey Bunch - Director of Facilities NCSB 904-225-5343	\$86,077  Competitive Bid as Sub One Change Order Replace Damaged Wood	09/15/21  10/13/21
Orange Park High School Building #12 Shop Ceiling Insulation Repairs / Renovations 2300 Kingsley Avenue Orange Park, FL. 32073	Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850	Jeffery Marks Project Manager Facilities 904-336-6850	\$114,750  Continuing Services Contract Task Order #20/21-01 Master #18-MCC-THO-09215	09/16/21  10/30/21
Clay County School District Roofing 37 Portable Classrooms and Misc. Buildings County-Wide 900 Walnut Street Green Cove Springs, FL. 32043	Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850	Mike Griffis Project Manager Facilities 904-336-6850 Phil Hans 904-336-6835 Dir of Maintenance	\$147,733  Hard Bid #18-MA-315  3 Change Orders For Damaged Wood	02/19/21  09/29/21

# ITEM "D" EVIDENCE OF EXPERIENCE

THOMAS MAY CONSTRUCTION COMPANY

Additional Completed Construction Projects in 2021

<p>Clay County School District Security Entrance Access Control 900 Walnut Street Green Cove Springs, FL. 32043 Wilkinson Elem, Lake Asbury Jr High, Lake Asbury Elem, CCS Jr High, Clay Hill Elem, Keystone Heights Elementary Renovation to 6 Existing Structures</p>	<p>Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850</p>	<p>Jeffery Marks Project Manager Facilities 904-336-6850</p>	<p>\$10,550 \$29,350 \$9,295 \$9,350 \$8,620 \$13,895 Contractor Continuing Services Agreement Master# 18-MCC-THO-09215</p>	<p>Varied per Campus  Varied per Campus</p>
<p>Clay County School District District Operations Building #1 Roofing 925 Center Street Green Cove Springs, FL. 32043</p>	<p>Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850</p>	<p>Jeffery Marks Project Manager Facilities 904-336-6850</p>	<p>\$54,500 Task Order #c-27-20/21 Contractor Continuing Services Agreement Master #18-MA-315</p>	<p>05/24/21  06/10/21</p>
<p>Clay County School District Security Entrance Access Control 900 Walnut Street Green Cove Springs, FL. 32043 Fleming Island High, Fleming Island Elem, Thunderbolt Elem, Coppergate Elem, Rideout Elem, Swimming Pen Creek Elem, Paterson Elementary Renovation to 7 Existing Structures</p>	<p>Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850</p>	<p>Jeffery Marks Project Manager Facilities 904-336-6850</p>	<p>\$20,580 \$14,930 \$18,500 \$13,740 \$13,525 \$21,050 \$12,610 Contractor Continuing Services Agreement Master# 18-MCC-THO-09215</p>	<p>Varied per Campus  Varied per Campus</p>
<p>Springcrest Elementary School 1419 Walker Av. SW Live Oak, FL. 32064 Construction of a Covered Play Area</p>	<p>Suwannee County School Board 1740 Ohio Avenue South Live Oak, FL. 32064</p>	<p>Ethan Butts - Director of Facilities 386-249-1178</p>	<p>\$69,250 Bid #21-202 No Change Orders</p>	<p>04/13/21  06/07/21</p>
<p>Clay County School District Security Entrance Access Control 900 Walnut Street Green Cove Springs, FL. 32043 Orange Park Jr High, Lakeside Jr High, Clay High, Montclair Elem, CE Bennett Elm Keystone High, Doctors Inlet Elem, Bannerman Learning Center Renovation to Existing Structure</p>	<p>Clay County School District 915 Walnut Street Green Cove Springs, FL 32043 Bryce Ellis/Michael Kemp 904-336-6850</p>	<p>Jeffery Marks Project Manager Facilities 904-336-6850</p>	<p>\$83,550 \$83,245 \$102,936 \$112,850 \$108,650 \$146,000 \$110,650 \$111,250 Contractor Continuing Services Agreement Master# 18-MCC-THO-09215</p>	<p>Varied per Campus  Varied per Campus</p>

**ITEM "D" EVIDENCE OF EXPERIENCE**  
**THOMAS MAY CONSTRUCTION COMPANY**

**Additional Completed Construction Projects in 2021**

Slate Real Estate Tenant Build-Out 45 Durbin Pavilion Dr., #101 Jacksonville, FL. 32259 Interior Build-out	Cole Slate Durbin Park Pavilion, LLC 1301 Riverplace Blvd. #1900 Jacksonville, FL. 32207	Brian Boatright - Architect 904-413-8028	\$278,002 Negotiated Contract Owner Change Orders - Additions	04/08/21 08/19/21
St. Johns County Construction of Eight (8) Pole Barns in Various Locations Throughout County	St. Johns County Purchasing Board of County Commissioners 500 San Sebastian View St. Augustine, FL. 32084	Phyllis Thorpe 904-209-0150	\$72,000 Continuing Services Task Order #26	03/16/21 04/07/21
St. Johns County Construction of Sidewalks & ADA Parking at Butler Park East 5860 A1A South, St. Augustine, FL. 32080	St. Johns County Purchasing Board of County Commissioners 500 San Sebastian View St. Augustine, FL. 32084	Phyllis Thorpe 904-209-0150	\$68,950 Continuing Services Task Order #27 No Change Orders	02/22/21 03/22/21
St. Johns County Remodel Existing Restrooms/Changing Rooms at Butler Park East 5860 A1A South, St. Augustine, FL. 32080	St. Johns County Purchasing Board of County Commissioners 500 San Sebastian View St. Augustine, FL. 32084	Phyllis Thorpe 904-209-0150	\$79,905 Continuing Services Task Order #28 One Change Order	03/04/21 05/19/21
Tower Hill Insurance Building Roofing 1479 SW 74th Dr. Gainesville, FL 32607 Concept Co Headquarters Roofing 1449 SW 74th Dr. Gainesville, FL. 32607	Theory Construction 3324 University Ave., PMB 151 Gainesville, FL. 32607	Todd Higgins - Project Manager 352-333-3233	\$42,336 \$40,395 Competitive Bid One Change Orders Add Flashing	03/29/21 05/17/21 06/14/21 08/17/21
Yulee Middle School Four (4) Buildings Roofing Under BBC Contracting 85439 Miner Road Yulee, FL. 32097	BBC Contracting Group, Inc. 10562 New Kings Road Jacksonville, FL. 32219	Blake McCrea 904-766-5800 Jeffrey Bunch - Director of Facilities NCSB 904-225-5343	\$177,623 Competitive Bid One Change Order Replace Damaged Wood	06/21/21 08/01/21

**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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Thomas May Construction Company**

**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) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

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.  
**310 College Drive**

**6** City, state, and ZIP code  
**Orange Park, Florida 32065**

**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**

5	9	-	2	5	2	0	4	4	5
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**Part II Certification**

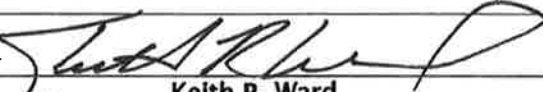
Under penalties of perjury, I certify that:

- 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 ▶



**Keith R. Ward**

Date ▶ **03/02/2023**

**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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Abuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> <li>• Corporation</li> </ul>	Corporation
<ul style="list-style-type: none"> <li>• Individual</li> <li>• Sole proprietorship, or</li> <li>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> <li>• LLC treated as a partnership for U.S. federal tax purposes,</li> <li>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> <li>• Partnership</li> </ul>	Partnership
<ul style="list-style-type: none"> <li>• Trust/estate</li> </ul>	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(h)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.  
**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



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

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

**WARD, NIKOLE SHARI**

THOMAS MAY CONSTRUCTION COMPANY  
310 COLLEGE DRIVE  
ORANGE PARK FL 32065

**LICENSE NUMBER: CGC1530108**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**MAY, THOMAS A**

THOMAS MAY CONSTRUCTION CO  
310 COLLEGE DR  
ORANGE PARK FL 32065-7653

**LICENSE NUMBER: CGC027983**

**EXPIRATION DATE: AUGUST 31, 2024**

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



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**WARD, NIKOLE SHARI**

THOMAS MAY CONSTRUCTION COMPANY  
310 COLLEGE RD  
ORANGE PARK FL 32065

**LICENSE NUMBER: CCC1333915**

**EXPIRATION DATE: AUGUST 31, 2024**

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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

**MAY, THOMAS A**

THOMAS MAY CONSTRUCTION COMPANY  
310 COLLEGE DRIVE  
ORANGE PARK FL 32065

**LICENSE NUMBER: CUC057064**

**EXPIRATION DATE: AUGUST 31, 2024**

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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

**WARD, NIKOLE SHARI**

THOMAS MAY CONSTRUCTION COMPANY  
310 COLLEGE DR  
ORANGE PARK FL 32065

**LICENSE NUMBER: CUC1225944**

**EXPIRATION DATE: AUGUST 31, 2024**

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THOMMAY-01

DCASSADY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/1/2023

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> Insuramerica of Florida, Inc. 4348 Southpoint Blvd Ste 200 Jacksonville, FL 32216	<b>CONTACT NAME:</b> Debbie Cassady, CIC, AAI <b>PHONE (A/C, No, Ext):</b> (904) 596-0346 <b>E-MAIL ADDRESS:</b> dcassady@insuramerica-fl.com	<b>FAX (A/C, No):</b> (904) 296-1888
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Thomas May Construction Company 310 College Drive Orange Park, FL 32065	<b>INSURER A:</b> Upland Specialty Insurance Company	16988
	<b>INSURER B:</b> Auto-Owners Insurance Company	18988
	<b>INSURER C:</b> Ategrity Specialty Insurance Company	16427
	<b>INSURER D:</b> Builders Mutual Insurance Company	10844
	<b>INSURER E:</b> Navigators Insurance Company	42307
	<b>INSURER F:</b> American Zurich Insurance Company	40142

**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> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		USPCL0044123	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Empl. Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5219252800	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<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 \$ 10,000			01-P-XL-P70002546-0	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WCP106339103	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>Pollution Liability</b>			SF23ECPU00143NC	3/1/2023	3/1/2024	1,000,000
F				EC13462660	3/1/2023	3/1/2024	Leased/Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The General Liability policy includes blanket additional insured, including completed operations, primary/non-contributory and waiver of subrogation endorsements, all when required by written contract or agreement. The Automobile Liability policy includes blanket additional insured, waiver of subrogation endorsements, all when required by written contract or agreement. The Workers Compensation policy includes attached blanket waiver of subrogation, when required by written contract or agreement.

**CERTIFICATE HOLDER**                      **CANCELLATION**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – LESSOR OF  
LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

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

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance;  
and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – SUBJECT TO A MAXIMUM AGGREGATE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

**Designated Construction Project(s):**  
All construction projects for which you have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", to provide project specific limits.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
  - 5. All payments under this endorsement are subject to a Maximum Aggregate Limit of:
    - \$5,000,000
    - The Maximum Aggregate Limit is the most we will pay under this endorsement regardless of the number of Designated Construction Project General Aggregate Limits.



- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

58504 (1-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE**

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET**

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### **5. Our Right to Recover Payments**

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION  
ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance;  
and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
7/6/2022

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

AGENCY Insuramerica of Florida, Inc. 4348 Southpoint Blvd Ste 200 Jacksonville, FL 32216		PHONE (A/C, No, Ext): (904) 332-8585	COMPANY American Zurich Insurance Co	
FAX (A/C, No): (904) 296-1888	E-MAIL ADDRESS: Info@insuramerica-fl.com			
CODE: AGENCY CUSTOMER ID #: THOMMAY-01	SUB CODE:			
INSURED Thomas May Construction Company 310 College Drive Orange Park, FL 32065		LOAN NUMBER	POLICY NUMBER EC78621153	
		EFFECTIVE DATE 6/1/2022	EXPIRATION DATE 6/1/2023	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
Reporting Form - See Special Condition Section Below

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS						
Builders Risk - Any One structure - Joisted Masonry or Better					\$10,000,000	
Builders Risk - Any One Structure - Frame					\$5,000,000	
All Covered Property					\$10,000,000	
Deductible - All Other Perils						5,000
Named Storm Deductible - Frame, Joisted Masonry & Non-Combustible - Percentage Deductible						3
Named Storm Deductible - Masonry Non-Combustible - Percentage Deductible						1
Named Storm - Frame, Joisted Masonry & Non-Combustible - Minimum Deductible						25,000
Named Storm - Non-Combustible & Masonry Non-Combustible - Minimum Deductible						10,000

**REMARKS (Including Special Conditions)**

Special Conditions:  
3% Windstorm Deductible.

Description of Projects: New construction and non-structural renovations of various commercial projects including office buildings, hospitals, schools, shopping centers, condominiums, etc. Excludes coverage fro the existing structures & exclude the following types of projects: piers, wharfs, docks, tunnels, dams, oil & gas & power generation.

Description of Project Sites: Various locations in the State of Florida, Projects must be located within 1,000 feet of an operable fire hydrants and within five SEE ATTACHED ACORD 101

**CANCELLATION**

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

**ADDITIONAL INTEREST**

NAME AND ADDRESS	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE 			

For Informational Purposes Only

