

# APPLICATION AND CERTIFICATION FOR PAYMENT

## TO OWNER

CITY OF GREEN COVE SPRINGS  
321 WALNUT STREET  
GREEN COVE SPRINGS FL 32043-3441

## PROJECT:

GCS POLICE STATION INSTALL METAL BLADE APPLICATION NO: 1  
1001 IDLEWILD AVENUE  
GREEN COVE SPRINGS FL 32043

PERIOD TO: 04/25/2022

Distribution to:

FROM  
CONTRACTOR: THOMAS MAY CONSTRUCTION COMPANY VIA ARCHITECT:  
ORANGE PARK FL 32065

CONTRACT FOR: GCS POLICE STATION INSTALL METAL BLADE ARCHITECT  
CONTRACT DATE: 03/24/2022  
PROJECT NOS: 2724141

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	CONSULTANT

## CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM		79,750.00
2. Net change by Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1+2)		79,750.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on detailed sheet)		11,000.00
5. RETAINAGE: a. <u>0.00</u> % of Completed Work (Column D + E on detailed sheet)	0.00	
b. <u>0.00</u> % of Stored Material (Column F on detailed sheet)	0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of detailed sheet)		0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		11,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		0.00
8. CURRENT PAYMENT DUE		11,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		68,750.00
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	0.00	0.00
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	0.00	0.00
TOTAL	0.00	

## CONTRACTOR'S CERTIFICATION OF WORK

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: THOMAS MAY CONSTRUCTION COMPANY Date: 04/18/2022

State of: FLORIDA County of: CLAY

Subscribed and sworn to before me this 18TH day of APRIL, 2022  
PERSONALLY KNOWN TO ME  
Notary Public: Brenda S. Rau

My Commission Expires: OCTOBER 30, 2023



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 11,000.00

(Attach explanation if amount certified differs from amount applied for). Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT: By: Date:

This Certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.

# CONTINUATION SHEET

Schedule of Work Completed

APPLICATION NO: 1  
APPLICATION DATE: 04/18/2022  
PERIOD TO: 04/25/2022  
ARCHITECT'S PROJECT NO: 2724141

A Item No.	B Description of Work	C Scheduled Value	D From Previous Applications	E Work Comp This Period	F Stored Materials (Not in D or E)	G Total Completed & Stored to Date (D+E+F)	H % (G/C)	I Balance to Finish (C-G)	J Retainage
1	MOBILIZATION	2,750.00						2,750.00	
2	GENERAL CONDITIONS	6,750.00						6,750.00	
3	INSURANCES	670.00						670.00	
4	ENGINEERED DRAWINGS	3,200.00		3,200.00		3,200.00	100.00		
5	METAL BUILDING	60,000.00			7,800.00	7,800.00	13.00	52,200.00	
6	O&P	6,380.00						6,380.00	
<b>Totals:</b>		<b>79,750.00</b>		<b>3,200.00</b>	<b>7,800.00</b>	<b>11,000.00</b>	<b>13.79</b>	<b>68,750.00</b>	



# CITY OF GREEN COVE SPRINGS

321 WALNUT ST  
GREEN COVE SPRINGS FL 32043-3441

**PURCHASE ORDER: 2724141**

Page: 1 of 1

\*\*\*\*\* VENDOR \*\*\*\*\*

**THOMAS MAY CONSTRUCTION COMPANY  
310 1501 WAYNE ST DR  
GREEN COVE SPRINGS FL 32065**

\*\*\*\*\* DELIVER TO \*\*\*\*\*

**CITY OF GREEN COVE SPRINGS  
900 GUM ST  
GREEN COVE SPRINGS FL 32043-2803**

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
03/24/22	04/23/22			NET30		RPULLIAM

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Jobs
PW008268	9372-1	(904)272-4808		222

No	Quantity	U/M	Description	Unit Price	Extended
1	1.00		Install Metal Storage Building at Police Dept. 1100 Idlewild 80' L x 40 Wx 12 H Approved by Council on 3-15-22 G/L# 001-3052-5006200	79,750.0000	79,750.00
				<b>** TOTAL **</b>	<b>79,750.00</b>

**VENDOR INSTRUCTIONS:**

**SPECIAL INSTRUCTIONS:**

- MAIL INVOICES TO: CITY OF GREEN COVE SPRINGS  
321 WALNUT ST  
GREEN COVE SPRINGS, FL 32043
- INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
- PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS  
ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DEPARTMENT
- ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS,  
PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS.
- STATE TAX EXEMPT#:
- IF YOU HAVE QUESTIONS, PLEASE CALL 904/297-7500

Purchasing Manager



## BID 2022-01 POLICE METAL STORAGE BUILDING

### BID OPENING RECORD SHEET

FIRMS NAME	ALL REQUESTED DOUCMENT INCLUDED	TOTAL BID AMOUNT
KBT Contracting	Yes	\$ 106,000
Thomas May Construction Co.	Yes	\$ 79,750.00

CERTIFIED BY:

A handwritten signature in blue ink, appearing to read "Greg Bane", is written over a horizontal line.

DATE:

03/03/2022

[illegible]

**ORIGINAL**

**PROPOSAL FORM**

BID NO. 2022-01, Police Station Metal Building Installation

City's Designated Representative (regarding this Bid Package): Kim Thomas, Executive Assistant, at (904) 297-7500 ext. 3320 or 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.

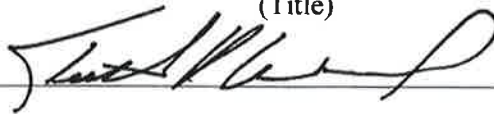
BIDDER: Thomas May Construction Company

ADDRESS: 310 College Dr, Orange Park, FL 32065

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

<u>Keith R. Ward</u>	<u>President</u>	<u>904-272-4808</u>
(Name)	(Title)	(Phone Number)

Bidder's Signature: \_\_\_\_\_



**ADDENDA**

The Bidder hereby acknowledges receipt of Addenda No.

#1 \_\_\_\_\_ pertaining to Bid No. 2022-01.

**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>Lump Sum Price for Labor Including Equipment</b>
<b>\$79,750.00</b>

**THOMAS MAY CONSTRUCTION COMPANY**

**TITLE: Police Station Metal Storage Building**

**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      03/03/2022  
KEITH R. WARD      Date



**Non-Bidder's Response**

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

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

Please be sure "**NO BID**" and **Bid No 2022-01**, 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: **THOMAS MAY CONSTRUCTION COMPANY**

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY  
BUSINESSES**

**DEFINITIONS**

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

### ACTION PLAN

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1968, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

SEE ATTACHED PLAN

### POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.

4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

**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 MAY 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

THOMAS MAY CONSTRUCTION COMPANY

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

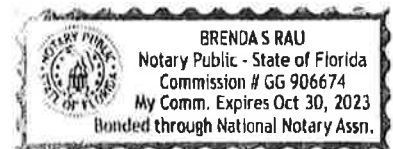
Sworn to and subscribed before me this 3RD day of MARCH, 20 22

Personally know: KEITH R. WARD Title: PRESIDENT

OR produced identification N/A 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**



**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 COMPANY (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,

THOMAS MAY CONSTRUCTION COMPANY (name of business), fully  
complies/does not comply with the above requirements.

  
Vendor/Contractor Signature KEITH R. WARD

03/03/2022

Date

## 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
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS	plaw@sjcfl.us	(904) 209-0417	PATRICK LAW
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS	pthorpe@sjcfl.us	(904) 209-0150	PHYLLIS THORPE
SUWANNEE COUNTY SCHOOL BOARD	christina.vann@suwannee.k12.fl.us	(386) 647-4152	CHRISTINA VANN

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

NORTHEAST FLORIDA BUILDERS ASSOCIATION 6747 SOUTHPOINT PKWY. JACKSONVILLE, FL. 32216  
BILL GARRISON (904) 421-0294

### THOMAS MAY CONSTRUCTION COMPANY

Submitting Respondent

  
Signature KEITH R. WARD Date 03/03/2022



STANDARD ADDENDUM  
TO ALL  
CITY CONTRACTS AND AGREEMENTS

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

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with its reasonable expense incurred, thereby provided prior written approval of the City Manager of the City or his or her designee is obtained, with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, expenses.

7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.

8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.

9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CITY OF GREEN COVE SPRINGS      CONTRACTOR : THOMAS MAY CONSTRUCTION COMPANY

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

By:   
(Printed Name and Title)  
KEITH R. WARD, PRESIDENT

ATTEST:

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

**Request for Taxpayer  
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**THOMAS MAY CONSTRUCTION COMPANY**

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☒ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.)  
**310 COLLEGE DRIVE**

6 City, state, and ZIP code  
**ORANGE PARK, FLORIDA 32065**

7 List account number(s) here (optional)

8 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number								
				-				
or								
Employer identification number								
5	9	-	2	5	2	0	4	4
								5

**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 on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **03/03/2022**

KEITH R. WARD

**General Instructions**

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



THOMMAY-01

DCASSADY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2022

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

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

<b>PRODUCER</b> Insuramerica of Florida, Inc. 4348 Southpoint Blvd Ste 200 Jacksonville, FL 32216	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (904) 332-8585 FAX (A/C, No): (904) 296-1888 E-MAIL: info@insuramerica-fl.com ADDRESS:														
	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Upland Specialty Insurance Company</td><td>16988</td></tr><tr><td>INSURER B : Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C : Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td>INSURER D : Builders Mutual Insurance Company</td><td>10844</td></tr><tr><td>INSURER E : American Zurich Insurance Co</td><td>40142</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : Upland Specialty Insurance Company	16988	INSURER B : Auto-Owners Insurance Company	18988	INSURER C : Southern-Owners Insurance Company	10190	INSURER D : Builders Mutual Insurance Company	10844	INSURER E : American Zurich Insurance Co	40142	INSURER F :
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INSURER F :															
<b>INSURED</b>  Thomas May Construction Company 310 College Drive Orange Park, FL 32065															

## 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USPCL8008422	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5219252800	3/1/2022	3/1/2023	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5219252801	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP106339103	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			EC13462660	3/1/2022	3/1/2023	Leased/Rented 100,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Coverage  
XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX, FL

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

AUTHORIZED REPRESENTATIVE



Ron DeSantis, Governor

Halsey Beshears, 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, 2022**

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Ron DeSantis, Governor

Halsey Beshears, 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

**KIERCE, GARY WENDLE SR**

THOMAS MAY CONSTRUCTION COMPANY  
310 COLLEGE DR  
ORANGE PARK FL 32065

**LICENSE NUMBER: CCC057770**

**EXPIRATION DATE: AUGUST 31, 2022**

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# 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

