

PROJECT MANUAL

FOR THE

Golfside North and Golfside South Roadway Milling and Resurfacing Project

SUMMER BEACH II Homeowners Association

August 2, 2024

**SUMMER BEACH II HOMEOWNERS ASSOCIATION
REQUEST FOR PROPOSALS FOR
PHASE 1 ROADWAY MILLING AND RESURFACING**

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**SUMMER BEACH II HOMEOWNERS ASSOCIATION
REQUEST FOR PROPOSAL FOR
GOLFSIDE NORTH AND GOLFSIDE SOUTH ROADWAY MILLING AND RESURFACING PROJECT**

Notice is hereby given that the SUMMER BEACH II HOMEOWNERS ASSOCIATION (“HOA”) will receive proposals for the following HOA project:

GOLFSIDE NORTH AND GOLFSIDE SOUTH ROADWAY MILLING AND RESURFACING PROJECT

The contract will require contractors to provide for the construction, labor, materials and equipment necessary to perform roadway milling and construct earthwork, roadway and other associated scopes necessary to complete roadway milling and resurfacing, as more particularly described in the Project Manual and in accordance with the plans and specifications.

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available and may be obtained beginning August 5, 2024 at 9 a.m. from McCranie & Associates, Inc., (dan@mccranie-engineers.com). Plans may be obtained only electronically. The Project Manual will not be available for pickup at the offices of McCranie & Associates, Inc.

There will be a **pre-bid proposal conference**, on August 16, 2024 at 2 p.m. The conference will be held using Microsoft Teams. Please email McCranie & Associates at dan@mccranie-engineers.com for an invitation. The pre-bid conference is not mandatory.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The HOA reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the HOA’s best interests to do so.** Any protest of the Project Manual, including the terms and specifications, must be filed with the HOA within 72 hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the HOA and in the amount of \$10,000.00. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the HOA’s costs, expenses and attorney’s fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

Firms desiring to provide construction services for the referenced project must submit one electronic copy of the required proposal no later than 3 p.m. on September 13, 2024 to Dan@mccranie-engineers.com. The HOA’s Engineer will not publicly open the proposals.

Proposals shall be in the form provided in the Project Manual and submitted electronically pursuant to the Instructions to Proposers. The HOA reserves the right to reject any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the proposal opening.

All questions regarding the Project Manual or this project shall be directed by email to McCranie & Associates, Inc., Dan McCranie, P.E., Dan@mccranie-engineers.com. No phone inquiries please.

**SUMMER BEACH II HOMEOWNERS ASSOCIATION
INSTRUCTIONS TO PROPOSERS
PHASE 1 ROADWAY MILLING AND RESURFACING
Nassau County, Florida**

Solicitation and Award Process:

DATE	EVENT
August 2, 2024	Notice of RFP Published & Posted
August 2, 2024	RFP and Drawings/Specifications Available
August 16, 2024 @ 2 p.m.	Non-mandatory Pre-Proposal Conference
August 2, 2024 – September 12, 2024	Site Available for Inspection
September 6, 2024	Deadline for Questions
September 13, 2024	Proposals Due / Public Opening
September 17, 2024	Board Meeting to Evaluate Proposals & Award Contract

SECTION 1. DUE DATE. Emailed proposals must be received no later than **3 p.m., September 13, 2024** at dan@mccranie-engineers.com, attention Dan McCranie, P.E. Proposals will not be publicly opened.

SECTION 2. PRE-PROPOSAL CONFERENCE. There will be a pre-bid proposal conference, on August 16 , 2024 at 2 p.m. The conference will be held using Microsoft Teams. Please email McCranie & Associates at dan@mccranie-engineers.com for an invitation. The pre-bid conference is not mandatory. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. Attendees will be required to provide contact information so that the HOA may provide any addenda or other communication throughout the bid process.

SECTION 3. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the HOA, or longer period if extended by the HOA in its sole discretion, the Proposer shall enter into and execute the contract in substantially the form included in the Project Manual, unless requested otherwise by the HOA. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) days after proposals are opened. **Proposers are advised to carefully review the form contract documents included in this Project Manual prior to submitting a Proposal.**

SECTION 4. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents, Addendum Acknowledgement Form and Proposal Signature Form. If the Proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from

responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the HOA. Proposer must (1) be authorized to do business in Florida; and (2) hold all necessary certifications or licenses required to perform work in Nassau County and is a licensed contractor in the State of Florida.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their proposals rejected if the HOA has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed by email only to Dan McCranie, P.E., McCranie & Associates, Inc., (Dan@mccranie-engineers.com). No phone inquiries please. All questions must be received no later than 4 p.m. on **September 6, 2024** to be considered. Interpretations or clarifications considered necessary by the HOA representative in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

An interpretation, correction, or change of the Proposal Documents considered necessary by the Project Engineer will be made by Addendum and sent via mail, fax, email or delivery to all parties having received the Proposal Documents. **Prior to submitting its Proposal, each Proposer shall ascertain that it has received all Addenda issued, and it shall acknowledge such receipt in the space provided in the Proposal Form.**

SECTION 9. SUBMISSION OF PROPOSALS. Submit one electronic copy of a completed Project Manual, including any Addenda thereto by mail, by 3 p.m. on **September 13, 2024**, to dan@mccranie-engineers.com . Email header shall be noted, “RESPONSE TO REQUEST FOR PROPOSALS – Golfside North and Golfside South Roadway Milling and Resurfacing” . Proposer shall assume full responsibility for timely delivery for receipts of Proposals. Proposals received after the time and date specified herein will not be accepted.

SECTION 10. PROPOSAL MODIFICATION; INQUIRIES BY THE HOA. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The HOA reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. A Proposal may not be modified, withdrawn or canceled by the Proposer for one hundred twenty **(120) calendar days** following the time and date designated for the receipt of Proposals, and Proposer so agrees in submitting his Proposal.

SECTION 11. PROJECT MANUAL. The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available and may be obtained beginning August 5, 2024 at 9 a.m. from McCranie & Associates, Inc., (dan@mccranie-engineers.com). Plans may be obtained only electronically. The Project Manual will not be available for pickup at the offices of McCranie & Associates, Inc.

SECTION 12. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on an Acknowledgement Form). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Any interlineations, alteration or erasure must be initialed by the signer of the Proposal; failure to do so may cause the Proposer's proposal to be considered non-responsive. Proposer shall make no stipulation on the Proposal Form nor qualify his Proposal in any manner; to do so may classify the Proposal as being non-responsive. The Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Proposer.

SECTION 13. FLORIDA TRENCH SAFETY ACT. Proposers shall complete and submit the Florida Trench Safety Act Statements, in accordance with the requirements of Chapter 553, *Florida Statutes*. If trenching is not required for this Project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed. Contractor shall maintain a copy of such statement and shall provide said statement to the HOA upon request.

SECTION 14. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. The form of agreement included herein sets forth certain minimum insurance requirements. In the event the Proposer is notified of award, it shall provide proof of insurance identifying the HOA, its staff and supervisors, McCranie & Associates, Inc., and each of their staff, employees, officers, agents and supervisors as additional insureds, within fourteen (14) calendar days after notification, or within such approved extended period as the HOA may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. FINANCIALS. The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide additional proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the HOA.

SECTION 16. PERFORMANCE AND PAYMENT BONDS. Not Required.

SECTION 17. SCHEDULE OF VALUES AND PROJECT SCHEDULE. Proposer shall submit a Schedule of Values for the proposed Work for review and approval by the HOA through the HOA Engineer. The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the pricing for each component of the Work. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices may include an appropriate amount of overhead and profit applicable to each main section. If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the HOA reserves the right to disqualify the Proposal.

An Initial Project Schedule for the Work included in the Proposal shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time.

SECTION 18. SPECIAL PROJECT/SITE CONDITIONS. By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Proposer agrees to take responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with unsuitable soils.

SECTION 19. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the HOA and its supervisors, officers, agents and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the contract documents that form part of the Project Manual as provided herein.

SECTION 20. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of HOA's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 21. MISCELLANEOUS PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. Completed Proposal Documents section.
- B. Detailed project construction schedule which shall be used in the Proposal evaluation. This must be included as part of the Proposal.
- C. Complete Schedule of Values. This must be included as part of the Proposal and is an important part of the Proposal evaluation.
- D. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- E. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.

- F. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with other community development HOAs.
- G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Letter of Qualification from an acceptable Surety Company (on Surety letterhead), or an acceptable bank in the form of a demand note or similar bond form, stating that the Proposer is bondable for the amounts required by the Contract Documents.
- I. Completed copies of all other forms included within the Project Manual.

SECTION 22. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following (as used herein, "Contractor" shall mean the successful Proposer):

- A. All Proposals shall include completed copies of all other forms included within the Project Manual.
- B. The documents contained within the Project Manual, including the Standard Form of Agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the HOA's and/or the HOA's designees' attention in writing before proceeding with the work affected thereby.
- C. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Nassau County, Nassau-Amelia Utilities, St. Johns River Water Management HOA, FDOT, and all other regulatory agencies prior to project acceptance. The entire site is available to any Proposer for surface or subsurface investigation.
- D. The Contractor is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the HOA and/or its designee of discrepancies that may affect the construction and its costs.
- E. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the HOA and others on site.
- F. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- G. If any are required, Contractor shall secure and pay for all fees associated with, but not limited to, paving and drainage construction permits, right-of-way construction permits, county "clearance sheet" permit, electrical permit, water and electrical

meters (if applicable), installation fees, electrical inspection fees, building permit, temporary services and utilities, and other necessary permits or approvals.

- H. The Contractor shall complete the work in a professional and workman like manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the HOA. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- I. All storm drainage must be maintained to each property adjacent to project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- J. Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- K. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.
- L. The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The HOA and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Project Manual and the execution of the work.
- M. As part of the Project Manual, the Proposer must include a detailed Schedule of Values. Further, the selected Contractor will be required to submit an itemized schedule of values outlining all work items which will be used for monthly pay requests. The schedule of values and proposal must balance, both for purposes of the Proposal and for the pay requests. The Contractor shall also submit a detailed construction schedule with the bid proposal that outlines time frames for major work items. This schedule will be used in proposal evaluation. The Contractor will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.
- N. All necessary survey work must be provided by the Contractor.
- O. The Proposer shall specify subcontractors to be used for major work items.
- P. The Contractor shall obtain and comply with the DEP NPDES General Permit and maintain weekly records of site conditions and construction activities. The Contractor shall adhere to all Federal rules and regulations regarding the National

Pollutant Discharge Elimination System (“NPDES”) for construction and ground water discharge. The Storm Water Pollution Prevention Plans establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Contractor shall file the required DEP NOI prior to the commencement of construction activities. The Contractor will also be required to terminate NOI, per DEP procedures, upon successful completion of construction activities.

- Q. Contractor shall also obtain and have analyzed dewatering discharge samples before and after the commencement of construction in accordance with FDEP Generic Permit for the Discharge of Produced Groundwater. Contractor shall monitor and keep construction area in compliance with all NPDES, DEP, SJRWMD, ACOE, and County latest rules and regulations. Any fines levied shall be paid by Contractor.
- R. Enclosed are reports of geotechnical exploration prepared by Universal Engineering Sciences, Inc. All construction shall be completed in accordance with these reports. The entire site is available to any proposer for surface or subsurface investigation at a mutually agreeable time. Owner assumes no responsibility for accuracy of soil report.
- S. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- T. All work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of work until 24 months after acceptance by all applicable regulatory authorities.
- U. All materials and services provided for by the Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act (“ADA”) Accessibility Guidelines, local, state and federal laws. By entering into an Agreement, the Contractor will be required to recognize that the indemnification provided for in the Contract Documents additionally extends to any fines, penalties, enforcement actions and claims made regarding the materials, construction and/or installation failing to comply with the ADA.
- V. Plans and drawings can be obtained from McCranie & Associates, Inc. Autocad files will be made available via an FTP site. Email Dan McCranie, P.E. (dan@mccranie-engineers.com) to obtain a link to the FTP site. Such documents are provided to the Proposer solely as a point of reference and a courtesy and should in no way be relied on by the Proposer as complete. Such reliance is at the sole and absolute risk of the Proposer.

SECTION 23. PROTESTS. Notice of any protest regarding the Project Manual, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal,

must be filed in writing at the offices of the engineer of record, McCranie & Associates, Inc., located at, 224 N 2nd St, Unit 1A, Fernandina Beach, Fl .32034, within seventy-two (72) hours after the receipt of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual.

Any person who files a notice of protest, related to the Project Manual or otherwise, shall provide to the HOA, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the HOA. For protests other than those related to the Project Manual, the protest bond shall be in an amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the HOA's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the HOA and protestor. No Proposer shall be entitled to recover any costs of proposal preparation from the HOA, regardless of the outcome of any protest.

SECTION 24. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the HOA's evaluation of the Proposer's ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the HOA, but the HOA explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal. The ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

SECTION 25. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

SECTION 26. HOA'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The HOA reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the HOA's best interests to do so.

SECTION 27. GROUNDS FOR REJECTION. Proposers may be disqualified and their proposals rejected if the HOA has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing

contract, the Proposer fails to demonstrate proper licensure and business organization, the Proposal identifies a duration of the Work which in the HOA's evaluation, is not all inclusive of a complete and functioning Project from beginning to end, within the provided Contract Times of Completion. The HOA shall also have the right to reject any or all Proposals if the HOA believes that it would not be in the best interest of the HOA to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by HOA. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. A Proposal in any way incomplete or irregular may provide a basis for rejection.

SUMMER BEACH II HOMEOWNERS ASSOCIATION
Request for Proposals –Roadway Milling and Resurfacing Project
Evaluation Criteria

1. *Personnel.* (10 Points)

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. *Proposer’s Experience.* (20 Points)

(E.g. past record and experience of the respondent with Amelia Walk CDD; past record and experience in similar projects and with other CDDs and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (10 Points)

Extent to which the proposal demonstrates an understanding of the HOA’s needs for the services requested.

4. *Financial Capability.* (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

5. *Price.* (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor’s fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. *Schedule.* (25 Points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer’s ability to credibly complete the project within the Proposer’s schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

OFFICIAL PROPOSAL FORM
SUMMER BEACH II HOMEOWNERS ASSOCIATION
CONSTRUCTION SERVICES FOR THE
ROADWAY MILLING AND RESURFACING PROJECT
NASSAU COUNTY, FLORIDA

TO BE SUBMITTED TO:
SUMMER BEACH II HOMEOWNERS ASSOCIATION
McCranie & Associates, Inc.
DAN@MCCRANIE-ENGINEERS.COM

Due by 3 PM EST on September 13, 2024

OFFICIAL PROPOSAL FORM
ROADWAY MILLING AND RESURFACING PROJECT
NASSAU COUNTY, FL
(Attach as coversheet to detailed bid)

This Proposal has been prepared by:

Name: Justin Joiner

Company: Duval Asphalt Products, Inc.

Address: 7544 Phillips Highway

City: Jacksonville State: FL Zip Code: 32256

Telephone: 904-296-2020 Fax: _____

FL License #: CGC 046557

Email: jjoiner@duvalasphalt.com

The Proposer understands and agrees to all items & requirements listed in the Project Manual, dated August 2, 2024 including all addenda issued during the bidding time, and is familiar with the project location and Nassau County Permitting requirements. In accordance with the Request for Proposals inviting proposals for SUMMER BEACH II HOMEOWNERS ASSOCIATION – Phase 1 Roadway Milling and Resurfacing Project, the undersigned proposes to provide all work necessary to install and construct the improvements specified herein as shown on plans dated AUGUST 2, 2024 prepared by McCranie & Associates, Inc. and in accordance with Nassau County Standards.

DOCUMENTS AND ADDENDA

The Proposer submits that it has carefully examined the site and existing site conditions of the proposed Work, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposals, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, General Conditions, Supplementary Conditions, Specifications and all other components of the Contract Documents and acknowledges that it has received the addenda listed below.

Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____

QUALIFICATIONS

By submitting this Proposal, the Proposer certifies that it satisfies the following qualifications (initial each):

- JJ (1) Proposer is able to furnish a payment and performance bond in the full amount of the Project to the HOA;
- JJ (2) Proposer is authorized to do business in Florida; and
- JJ (3) Proposer holds all necessary certifications or licenses required to perform work in Nassau County and is a licensed contractor in the State of Florida.

TOTAL PRICING

Proposer understands that the HOA may award a contract for all of the Work or any component thereof, to modify the Work, and to complete the work in phases in its discretion. Proposer also understands that pricing shall be based on the unit pricing submitted as part of this Proposal. With that understanding, the Proposer represents that it can complete the Project for the total lump-sum price of: \$ \$824,811.43.

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the HOA and the Contractor. The Compensation provided for herein shall include all allowances to cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and there shall be no adjustments to allowances if the increase is due to claimed (or proved) escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, or gasoline. The pricing and compensation herein included is a firm lump sum price for the completed Project and this forms a material part of the Agreement.

The undersigned Proposer, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the prices as indicated in the Proposal Summary.

TIME

Proposer is available to begin the work described in this Project Manual starting Nov 1st, 2024.

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within 9 weeks () days of the issuance of a Notice to Proceed.

Proposer submits that it can reach Final Completion of the work described in this Project Manual within 11 weeks () days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within fourteen (14) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of one

hundred twenty (120) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the HOA.



(Signed)

Justin Joiner

(Print Name of Signatory)

This 12th day of September, 2024.

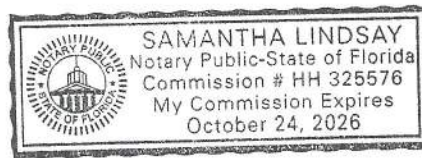
(Corporate Seal)

Sworn to before me by means of physical presence or online notarization
this 12th day of September, 2024.

(Notary Seal)



Notary Public/ Expiration Date



**SUMMER BEACH II HOMEOWNERS ASSOCIATION
ORGANIZATION INFORMATION OF PROPOSER
GOLFSIDE NORTH AND GOLFSIDE SOUTH ROADWAY MILLING AND
RESURFACING**

DATE SUBMITTED: September 13th, 2024

1. Proposer Duval Asphalt Products, Inc. A Individual
(Company Name) A Partnership
 A Limited Liability Company
 A Corporation
 A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable) _____

3. Proposer's Parent Company Address (if applicable)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

4. Proposer Company Address (if different)

Street Address 7544 Phillips Highway

P.O. Box (if any) _____

City Jacksonville State Florida Zip Code 32256

Telephone 904-296-2020 Fax No. _____

1st Contact Name Justin Joiner Title Project Manager

2nd Contact Name TJ Harden Title Commercial Division Manager

5. List the location of Proposer's office that would perform SUMMER BEACH II HOMEOWNERS ASSOCIATION work.

Street Address Same

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes No

6.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes No

If no, please explain _____

Date Incorporated _____ Charter No. _____

6.2 If no, provide the following:

The state in which the Proposer company is incorporated _____

Is the company in good standing with the state? Yes No

If no, please explain _____

Date incorporated _____ Charter No. _____

7. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes No

7.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

Certified General Contractor

License No. CGC 046557 Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

7.2 Is the Proposer company a registered or licensed Contractor with Nassau County? Yes No

7.3 Has the Proposer company performed work for a community development HOA previously?
Yes No

If yes, describe: _____

8. Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities: Aggregate Limit \$ _____

Single Project Limit \$ _____
 Total Current Contracts Bonded \$ _____

9. Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

10. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (19) _____, (20) _____, (21) _____.

11. What are the Proposer's company's current insurance limits? (Please also attach a copy of your current insurance certificate)

General Liability \$ _____

Automobile Liability \$ _____

Workers Compensation \$ _____

Expiration Date _____

12. Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past two years? Yes No

If yes, please describe each violation fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes No

If yes, please describe the incident: _____

13. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes No

If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

14. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Allen Shirley	Superintendant		40+	30+	Foreman and Superintendent
Justin Joiner	Project Management		12 years	12 years	Project Manager

15. Have you ever failed to complete any work awarded to you? Yes No
If so, where and why? _____

16. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes No
If so, state name of individual, other organization and reason therefore _____

17. List any and all litigation to which the organization has been a party in the last five (5) years.

18. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes No
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

19. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes No
If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

20. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).

21. Identify all subcontractors Contractor intends on utilizing for the project and describe the portion and percentage of work to be performed by each subcontractor.


Premier American Construction, Inc

Surface Management Inc

Yellow Dawg Striping Inc

[Remainder of Page Left Intentionally Blank]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the SUMMER BEACH II HOMEOWNERS ASSOCIATION or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the SUMMER BEACH II HOMEOWNERS ASSOCIATION should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

By: 

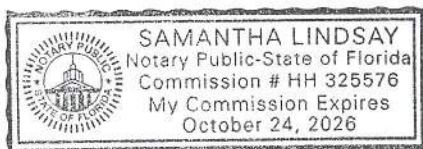
Justin Joiner
(Type Name and Title of Person Signing)

This 12th day of September, 2024.

(Corporate Seal)

Sworn to by means of physical presence or online notarization before me this 12th day of September, 2024.

(Seal) Samantha Lindsay Notary Public/ Expiration Date 10.24.26



CORPORATE OFFICERS

Company Name _____ Date _____

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
SEE	A H	A H	
FOR PARENT COMPANY (if applicable)			

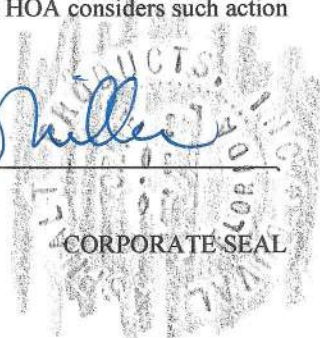
AFFIDAVIT FOR CORPORATION

STATE OF FLORIDA)
)
COUNTY OF Duval) SS

MARIE E. MILLER
(title) ASSISTANT SECRETARY
of the Duval Asphalt Products, Inc.

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the HOA considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

Marie E Miller
(Officer must also sign here)



Sworn to before me by means of physical presence, or online notarization this 12th day of September, 2024.

Notary Public / Expiration Date:

(SEAL)

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

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

1. This sworn statement is submitted to SUMMER BEACH II HOMEOWNERS ASSOCIATION
(print name of the public entity)

by MARIE E. MILLER
(print individual's name and title)

for Duval Asphalt PRODUCTS, INC.
(print name of entity submitting sworn statement)

whose business address is

7544 Philips Highway
JACKSONVILLE, FL 32256

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2397581

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

- _____
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material 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 adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with 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.

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.)

N/A 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.

N/A 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.

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

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

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

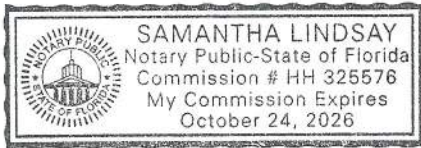
Marie E. Miller
(signature)

STATE OF FLORIDA)
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of September, 2024, by MARIE E. MILLER

(Official Notary Signature & Seal)

Name: Samantha Lindsay
Personally Known
OR Produced Identification _____
Type of Identification _____




**SUMMER BEACH II HOMEOWNERS ASSOCIATION
AFFIDAVIT OF NON-COLLUSION**

STATE OF FLORIDA
COUNTY OF Duval

I, MARIE E. MILLER, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a ASST. SECRETARY (officer or principal) in the firm of Duval Asphalt Prod. INC and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

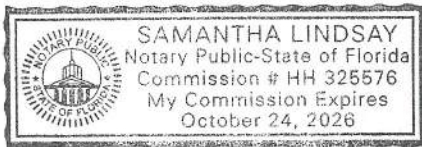
Dated this 12th day of September, 2024.



Signature by authorized representative of Proposer

STATE OF FLORIDA)
COUNTY OF Duval)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of September, 2024, by MARIE E. MILLER



(Official Notary Signature & Seal)

Name: Samantha Lindsay
Personally Known
OR Produced Identification _____
Type of Identification _____

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

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

1. This sworn statement is submitted to SUMMER BEACH II HOMEOWNERS ASSOCIATION
by MARIE E. MILLER, ASSISTANT SECRETARY
(print individual's name and title)
for Duval Asphalt Products, Inc.
(print name of entity submitting sworn statement)

whose business address is

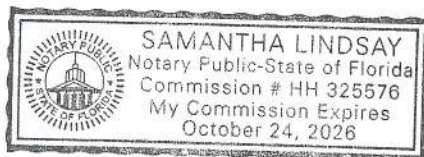
7544 PHILIPS HIGHWAY JAX. FL 32256

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the SUMMER BEACH II HOMEOWNERS ASSOCIATION, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the SUMMER BEACH II HOMEOWNERS ASSOCIATION in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Marie E. Miller
Signature by authorized representative of Proposer

STATE OF FLORIDA,)
COUNTY OF Duval)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this 12th day of September, 2024, by MARIE E. MILLER.



(Official Notary Signature & Seal)
Name: Samantha Lindsay
Personally Known _____
OR Produced Identification _____
Type of Identification _____

TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be: _____ Dollars (Written)
\$ _____ (Figures).
3. The amount listed above has been included within the Proposal.

Dated this _____ day of _____, 2024.

Proposer:

By: _____

Title: _____

N/A m.m.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____, of the _____ who is personally known to me or who has produced _____ as identification, and who did or did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____
Title: _____

n/a
Dr. Muller

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____, of the _____ who is personally known to me or who has produced _____ as identification, and who did or did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

Exhibit 1
Index of Sheets

Sheet 1 of 5 – Golfside North
Sheet 2 of 5 – Golfside North Special Detail
Sheet 3 of 5 – Golfside South
Sheet 4 of 5 – Golfside South Special Detail
Sheet 5 of 5 – Golfside South Special Detail

COMPANY: DUVAL ASPHALT PRODUCTS, INC.

CAGE CODE: ONE36
Federal Tax ID: 59-2397581

Dun & Bradstreet: #11-515-1466

Location: Main Office & Bowden Plant 12th Street Asphalt Plant
7544 Philips Highway 6820 West 12th Street
Jacksonville, FL 32256 Jacksonville, FL 32205
(904) 296-2020 (904) 783-0311

Officers: Paul M. Jurgensen, President
David McCellan, CPA, CFO

Bank: Valley National f/k/a CNL Bank
10739 Deerwood Park Blvd.#100
Jacksonville, FL 32256 Officer: Brian Amell
(904) 899-8013
(904) 899-8028 FAX

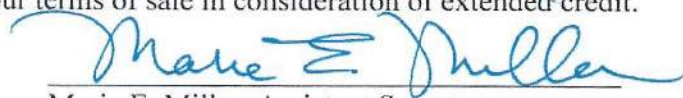
Credit

References: Martin Marietta Corporation Marathon Petroleum Company
P.O. Box 30013 P.O. Box 1067
Raleigh, NC 27622 Charlotte, NC 28201-1607
(706) 860-1762 (419) 421-2695
(706) 868-6846 FAX (419) 421-3153

Gate Fuel Service CEMEX
P.O. Box 40505 P.O. Box 905875
Jacksonville, FL 32202-0505 Charlotte, NC 28290-5875
(904) 737-7220 (407) 243-5350
(904) 448-7033

Associated Asphalt
110 Franklin Road S.E. 9th Fl
Roanoke, VA 24011
Attn: Larry Gibson, Credit Analyst
(540) 595-6705

Certification: We certify the information on this form is correct and agree to proper payment within your terms of sale in consideration of extended credit.



Marie E. Miller, Assistant Secretary