

BPO Mgr. Approval

DS
JR



CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name R.J. Sullivan Corporation

Project Name: WTP No. 3 Lox System

Bid/Reference # ITB-SWE-24-04

Contract Value \$ 1,449,000.00

Resolution # 2024-129

City Council Approval Date: 08/27/2024

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: n/a

Days to Substantial Completion 180

Days to Final Completion 30

City's Project Manager Mary Kronenberg

Engineer of Record CPH, LLC.

Brief Description/Purpose:

furnishing and installation of a complete and functional liquid oxygen system (LOX System)
for supplying oxygen to an existing Pinnacle ozone generation unit at the City's Water
Treatment Plant No. 3.

Approvals:

Responsible Dept. Director Carl Cote
DocuSigned by: D9149C6987AB49F...

Date: Sep 27, 2024 | 5:20 AM PDT

City Finance Helena Alves
Signed by: 4F2A3892B67B492...

Date: Oct 2, 2024 | 8:14 AM EDT

City Attorney Marcus Duffy
A9D59FA5D9FD417...

Date: Sep 30, 2024 | 10:51 PM EDT

Acting City Manager Lauren Johnston
DocuSigned by: 17644D609F7D434...

Date: Oct 2, 2024 | 2:07 PM EDT

Vendor Contact Name and Email: Casey R. Sullivan bidding@rjsullivancorp.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

This DocuSign contains the Construction Contract (“Contract”) between your company and the City of Palm Coast for the ITB-SWE-24-04 WTP No. 3 Lox System Project.

Please DocuSign where indicated and please include your Company’s Project Superintendent’s name where indicated.

In addition to the Contract, the following must be provided with the Contract: *(please attach where indicated below)*

- Copy of Certificate of Liability, **listing the City as additional insured**, in the amounts as indicated in the original Invitation to Bid documents



- Copy of Payment and Performance Bonds



Once we receive the completed DocuSign back with the required attachments, I will review the attachments and let you know whether they are acceptable. Once I confirm with you that the Payment and Performance Bonds are acceptable, please record them with Flagler County Clerk’s office and return the **recorded original bonds** to my attention at the address above. Once the Contract completes our signature approval process, a completed fully executed copy will be returned via DocuSign to you for your records.

The term of the Contract is one hundred and eighty (180) consecutive calendar days from Notice to Proceed Commencement Date to Substantial Completion with an additional thirty (30) consecutive calendar days from Substantial to Final Completion. Please note that liquidated damages do apply to this Contract and will be assessed at \$1,000.00 per day for each day the project extends beyond Substantial Completion, and an additional \$250.00 per day for each day the project extends beyond Final Completion.

At the conclusion of the project, a 2-year Material & Workmanship Bond will be required in the amount of 10% of the total project cost as outlined in the final Payment Application.

If you should have any questions, please don’t hesitate to contact me at any time.

Sincerely,

Nathalie Garcia

Nathalie Garcia
Contracts Coordinator





CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the 2nd day of October, 2024 by and between R.J. SULLIVAN CORPORATION duly authorized to conduct business in the State of Florida, whose address is 2001 NW 22nd Street, Pompano Beach, Florida 33069 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnishing and installation of a complete and functional liquid oxygen system (LOX System) for supplying oxygen to an existing Pinnacle ozone generation unit at the City's Water Treatment Plant No. 3.

The Project for which the Work under the Contract Documents is a part is identified as:

WTP NO. 3 LOX SYSTEM

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean CPH, LLC.

(b) Construction Engineering "CE" (post design services) is the CITY's Engineer or the CITY's contracted consultant for construction engineering services. According to the Contract Documents, "CE" shall mean City of Palm Coast.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Contract.

(b) The Work shall be substantially completed as described in Project Manual ITB-SWE-24-04 subsection 14.13 of the General Conditions ("General Conditions"), within one hundred and eighty (180) calendar days beginning on the date of commencement as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection ITB-SWE-24-04

14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The CITY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **ONE MILLION, FOUR HUNDRED AND FORTY-NINE THOUSAND DOLLARS and 00/100 (\$1,449,000.00)** subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification, direct purchase of materials and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated

(temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the Work of the CITY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. In the event an ENGINEER is not being utilized, Applications for Payment shall be forwarded to the CITY's Finance Accounts Payable Department.

(b) Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

Section 6. Retainage and Withholding Payment for Breach

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) CITY may withhold payment equal to the product of the number of Days after Substantial Completion and the amount of liquidated damages set forth in Section 9 of this Contract for CONTRACTOR's material breach of contract where CONTRACTOR is behind schedule for Substantial Completion, and it is anticipated by CITY that the Work will not be completed within the Contract Time for Substantial Completion. The City may, at the CITY'S discretion, withhold the liquidated damage amount from subsequent Progress Payments. Any withheld payments held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by subsection 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, weather, Purchasing and Contracts Procedures, and with all local conditions

and federal, state, and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, re-locations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Contract acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the CITY from any implied warranties including but not limited to, those arising under the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the CITY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the CITY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the CITY may require them to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by CITY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties, Right-of-Way Permit Bond and/or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Gary rivello and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the CITY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or CITY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a CITY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or the CITY. The CONTRACTOR shall utilize the "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the CITY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the CITY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the CITY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-SWE-24-04 WTP No. 3 Lox System comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Contract.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond and/or Right-of-Way Permit Bond

- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the CITY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection and Completion
- (p) Certificate of Engineer.
- (q) CONTRACTOR's Release.
- (r) Drawings and Plans.
- (s) Supplemental Agreements.
- (t) CONTRACTOR's Waiver of Lien (Partial)
- (u) CONTRACTOR's Waiver of Lien (Final and Complete)
- (v) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (w) Consent of Surety to Final Payment
- (x) Instructions to Bidders
- (y) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is

not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS (\$1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the CITY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

Section 10. Miscellaneous.

(a) Terms used in this Contract which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) CITY and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for

whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

TO CONTRACTOR:

Casey R. Sullivan
R.J. Sullivan Corporation
2001 NW 22nd Street
Pompano Beach, Florida 33069

TO CITY:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the CITY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the CITY's Personnel Policies.

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the CITY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the CITY pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Contract.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the

Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. E-Verify Registration and Use

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

Section 16. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

Section 17. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- (a) The Contractor’s political opinions, speech, or affiliations;
- (b) The Contractor’s religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor’s lawful ownership of a firearm;
- (d) The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- (f) The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- (h) The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

IN WITNESS WHEREOF, the parties hereto have signed this Contract. All portions of the Contract Documents have been signed or identified by the CITY and the CONTRACTOR.

CITY OF PALM COAST

By: Lauren Johnston
17644D609F7D434...

Name: Lauren Johnston
Title: Acting City Manager
Date: Oct 2, 2024 | 2:07 PM EDT

R.J. SULLIVAN CORPORATION

By: Casey R. Sullivan
3752F74D880747B...
Authorized Signatory

Name: Casey R. Sullivan
Title: President
Date: Sep 26, 2024 | 7:52 AM EDT

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
E-VERIFY REGISTRATION AND USE AFFIDAVIT**

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.
- B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.
- C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
 2. Have it signed and notarized.
 3. Then attach the notarized affidavit and the proof of registration where indicated.
- D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.
- E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

R.J. Sullivan Corp.

(Bidder Company Name)

By: 
Signature

Print: **Casey R. Sullivan**

Print Name

Date: **July 18, 2024**

Title: **President**

R.J. Sullivan Corp.

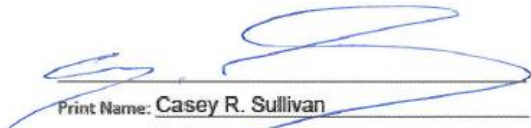
GENERAL CONTRACTOR

2001 N.W. 22nd Street • Pompano Beach, FL 33069
Phone 954-975-0388 • Fax 954-975-3333

I hereby certify that R.J. Sullivan Corp. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of R.J. Sullivan Corp. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Casey R. Sullivan
Title: President
Date: July 18, 2024

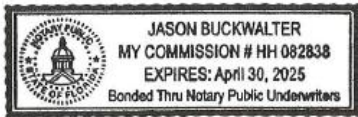
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18th day of July, 2024 by Casey R. Sullivan, President [name of officer or agent, title of officer or agent] of R.J. Sullivan Corp. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me ~~as an individual~~ ~~as an identification~~ ~~as an identification~~


Notary Public

[NOTARY SEAL]



Jason Buckwalter
Name typed, printed or stamped

My Commission Expires: 4/30/25

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

R.J. Sullivan Corp. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Casey R. Sullivan

Title: President

Signature: 

Date: July 18, 2024

**BID FORM A
BID SCHEDULE (Lump Sum)**

Bidder hereby agrees that the Total Lump Sum Bid Amount is based on the following Unit Prices and covers all Work required by the Bid Documents inclusive of all manpower, equipment, materials and performance of all operations relative to construction of the Project. Work for which there is not a Pay Item will not be considered incidental to the Contract and no additional compensation will be allowed.

PAY ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE PER PAY ITEM
LOX system equipment	1	LS	\$ 850,000.00	\$ 850,000.00
General Contractor providing all LOX related hardware and installing the LOX system as design and specified	1	LS	\$ 399,000.00	\$ 399,000.00
Pinnacle Services for piping, disconnecting and reconnecting of the oxygen supply to the ozone generator, including GOX Filter/Regulator, control system mods and programming	1	LS	\$ 200,000.00	\$ 200,000.00
TOTAL LUMP SUM BID AMOUNT				\$ 1,449,000.00

One Million Four Hundred and Forty Nine Thousand Dollars and no cents (spelled out)

In the event there is a discrepancy between the written total and the sum of the figures, the figures shall be recalculated and the correct total shall be used.



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-SWE-24-04 WTP NO. 3 LOX SYSTEM

Date: 7/23/2024

Appeal Deadline: Appeals must be filed by 5:00 PM on 7/26/2024

Firm	Bid
R.J. Sullivan Corporation Pompano Beach, FL	\$1,449,000.00

The intent of the City of Palm Coast is to award ITB-SWE-24-04 to R.J. Sullivan Corporation

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

For questions regarding this Notice of Intent to Award please contact: Taya Hoff, Procurement Coordinator, at THoff@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





ITB-SWE-24-04 - WTP No.3 LOX System

Project Overview

Project Details	
Reference ID	ITB-SWE-24-04
Project Name	WTP No.3 LOX System
Project Owner	Taya Hoff
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is soliciting bids for furnishing and installation of a complete and functional liquid oxygen system (LOX System) for supplying oxygen to an existing Pinnacle ozone generation unit at the City's Water Treatment Plant No. 3. Ozone is used to treat a concentrate stream generated from a membrane softening facility treating well water from shallow aquifer. The treated concentrate is then pumped to a lime softening water treatment plant at a different location to blend with raw well water prior to lime softening treatment process. The City currently uses a VSA Oxygen Generator to supply oxygen the Pinnacle ozone generation unit. The proposed LOX System will replace the existing VSA Oxygen generator.
Open Date	May 29, 2024 8:00 AM EDT
Intent to Bid Due	Jul 17, 2024 2:00 PM EDT
Close Date	Jul 18, 2024 2:00 PM EDT

Awarded Suppliers	Reason	Score
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R.J. Sullivan Corp.		100 pts
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Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-K (Except Form C)	Jul 18, 2024 2:01 PM EDT	Taya Hoff
Section 00200, Forms A-F, and Bidder Bid Form	Jul 18, 2024 2:01 PM EDT	Taya Hoff
Addendum 1 (Signed and Dated)	Jul 18, 2024 2:01 PM EDT	Taya Hoff
Construction Forms 5 & 6	Jul 18, 2024 2:01 PM EDT	Taya Hoff
Bid Form A Bid Schedule	Jul 18, 2024 2:01 PM EDT	Taya Hoff
Section 00100, Form C Financial Statements	Jul 18, 2024 2:02 PM EDT	Taya Hoff
Bid Security	Jul 18, 2024 2:01 PM EDT	Taya Hoff
Licenses (General Contractor and/or Underground Utility)	Jul 18, 2024 2:01 PM EDT	Taya Hoff
Addendum 2 (Signed and Dated)	Jul 18, 2024 2:01 PM EDT	Taya Hoff
Addendum 3 (Signed and Dated)	Jul 18, 2024 2:01 PM EDT	Taya Hoff

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information

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related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg, PMP	Jul 18, 2024 4:30 PM EDT	No
Alex Blake	Jul 18, 2024 4:21 PM EDT	No
Taya Hoff	Jul 18, 2024 2:03 PM EDT	No
Robert Hubbard	Jul 18, 2024 2:35 PM EDT	No
Nency Thakkar	Jul 18, 2024 2:03 PM EDT	No
Victoria Rich	Jul 18, 2024 2:49 PM EDT	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested.
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-K and References
Technical Review Qualification 00200	Pass/Fail	Review Bid Forms 00200 A-F
Technical Review Construction Forms	Pass/Fail	Review Forms 5 & 6
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Admin Bid Form Pricing Review	100 pts	Direct Price Entry
Admin Financial Review	Pass/Fail	Review Form C
Total	100 pts	

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Scoring Summary

Active Submissions

	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
R.J. Sullivan Corp.	100 pts	Pass	Pass	Pass	Pass

	Admin Review Addenda	Admin Bid Form Pricing Review	Admin Financial Review
Supplier	Pass/Fail	/ 100 pts	Pass/Fail
R.J. Sullivan Corp.	Pass	100 pts (\$1,449,000.00)	Pass

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Broward

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of R.J. Sullivan Corp. (the "Lender"), hereby attests under penalty of perjury, that the Lender does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Lender is authorized to execute this affidavit on behalf of the Lender.

Date: Sep 26, 2024 | 7:52 AM EDT

Signed: *Casey R. Sullivan*
3752F74D880747B...

Entity: R.J. Sullivan Corp.

Name: Casey R. Sullivan
Title: President

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2024, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____



Bond Number GM-238675

PERFORMANCE BOND

City of Palm Coast Contract No. ITB-SWE-24-04

KNOW ALL MEN BY THESE PRESENTS: that __

RJ Sullivan Corp.

(Name of CONTRACTOR)

2001 NW 22nd St., Pompano Beach, FL 33069

(Address of CONTRACTOR)

Contractor's Telephone Number: 954-975-0388

a Corporation, hereinafter called Principal, and

(Corporation, Partnership or Individual)

Great Midwest Insurance Company

(Name of Surety)

800 Gessner Road, suite 600, Houston, TX 77024

(Address of Surety)

Surety's Telephone Number: 713-973-0226

hereinafter called Surety, are held and firmly bound unto THE CITY OF PALM COAST, 160 LAKE AVENUE, PALM COAST, FL 32164, hereinafter called CITY, in the sum of One Million Four Hundred Forty-Nine Thousand & 00/100 DOLLARS, (\$ 1,449,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

City of Palm Coast Telephone Number: (386) 986-3730

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the CITY, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of CITY OF PALM COAST WTP NO.3 LOX SYSTEM (the "Contract").

General description of the Work: [Status] o Furnishing and Installation of a complete and functional liquid oxygen system (LOX System) for supplying oxygen to an existing Pinnacle ozone generation unit at the City's Water Treatment Plant No. 3

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Contract referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and contracts of said Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays CITY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that CITY sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and
3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the CITY from all costs and damages which it may suffer by reason or failure to do so, then this Bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Contract and the Contract Documents of which the Contract is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract Documents of which the Contract is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the CITY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the CITY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Contract under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to CITY to buy back the Bond. The Surety agrees that its obligation under the Bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by CITY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by CITY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the Principal shall be an automatic default under the Contract.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

For all contracts entered into on or after October 1, 2012, the contractor is now required to provide the public entity with a certified copy of the recorded Bond prior to commencing the work or recommencing the work after a default.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

Any action instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, this instrument is executed this the ____ day of September, 2024.

ATTEST: RJ Sullivan Corp.
Principal (Contractor)
By [Signature]

Name Carolyn M SULLIVAN
(Type) Name Corey R. Sullivan
(Type)

Title President

Address 2001 NW 22nd Street

City/State/Zip Pompano Beach, FL 33069

[Signature]
Witness to Principal

Name MICHAEL D. BARTLETT JR
(Type)

SULLIVAN DUBOULOUZ-MONET
Witness to Principal

Name [Signature]
(Type)



ATTEST: [Signature]
By Great Midwest Insurance Company
(Surety) Secretary Surety

Name Audrianna Martinez Phone No. 713-973-0226 Email: www.skywardinsurance.com
(Type)

[Signature]
Witness as to Surety

By [Signature]
Attorney-in-fact

Name Damaris Martinez Name Bonnie S. Robbins
(Type) (Type)

[Signature]
Witness as to Surety

Name Jayda Williams Address 1855 West State Road 434
(Type)

City/State/Zip Longwood, FL 32750

Phone No. 407-788-3000

Email: bonnie.robbs@ioausa.com

END OF SECTION



Bond Number GM-238675

PAYMENT BOND

City of Palm Coast Contract Number: ITB-SWE-24-04

KNOW ALL MEN BY THESE PRESENTS: that

RJ Sullivan Corp.

(Name of CONTRACTOR)

2001 NW 22nd St., Pompano Beach, FL 33069

(Address of CONTRACTOR)

Contractor's Telephone Number: 954-975-0388

a Corporation, hereinafter after called Principal, and
(Corporation, Partnership, or Individual)

Great Midwest Insurance Company
(Name of Surety)

800 Gessner Road, Suite 600, Houston, TX 77024

(Address of Surety)

Surety's Telephone Number: 713-973-0226

herein called Surety, are held and firmly bound unto THE CITY OF PALM COAST, 160 LAKE AVENUE, PALM COAST, FL 32164, hereinafter called "CITY", in the sum of One Million Four Hundred Forty-Nine Thousand and 00 DOLLARS, (\$ 1,449,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

City of Palm Coast Telephone Number: (386) 986-3730

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the CITY, dated the _____ day of _____, 20____, and made a part hereof CITY OF PALM COAST WTP NO.3 LOX SYSTEM (the "Contract").

General description of the Work: [Status] Furnishing and Installation of a complete and functional liquid oxygen system (LOX System) for supplying oxygen to an existing Pinnacle ozone generation unit at the City's Water Treatment Plant No. 3

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.
2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the notice and time limitations within which suits may be brought.
3. This Bond is conditioned on the CONTRACTOR promptly making payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Contract.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials or supplies shall, within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, or, with respect to rental equipment, within ninety (90) days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. Any action on this Bond for payment must be in accordance with the notice and time limitations in Florida Statute 255.05.

- 4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Contract Documents.
- 5. For all contracts entered into on or after October 1, 2012, the CONTRACTOR is now required to provide the public entity with a certified copy of the recorded Bond prior to commencing the work or recommencing the work after a default.
- 6. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this the day of September, 2024.

ATTEST:
 By *Carolyn M Sullivan*
 (Principal) Secretary
 Name Carolyn M SULLIVAN
 (Type)

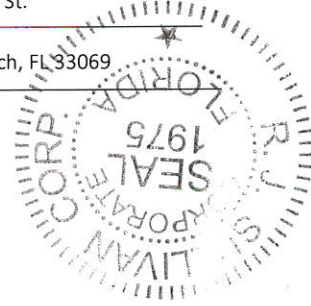
RJ Sullivan Corp.
 Principal (Contractor)
 By *Casey R Sullivan*
 Name Casey R. Sullivan
 (Type)

Title President

Address 2001 NW 22nd St.

City/State /Zip Pompano Beach, FL 33069

Michael D Bartlett Jr
 Witness to Principal
 Name MICHAEL D BARTLETT JR
 (Type)
Sandra M Donald
 Witness to Principal
 Name Sandra M Donald
 (Type)



ATTEST:
 By *Audrianna Martinez*
 (Surety) Secretary
 Name Audrianna Martinez
 (Type)

Great Midwest Insurance Company
 Surety
 Phone No. 713-973-0226 Email: www.skywardinsurance.com

Damaris Martinez
 Witness as to Surety
 Name Damaris Martinez
 (Type)

By *Bonnie S. Robbins*
 Attorney-in-fact

Jayda Williams
 Witness as to Surety
 Name Jayda Williams
 (Type)

Name Bonnie S. Robbins (Type)
 Address 1855 West State Road 434 City/State/Zip Longwood, FL 32750

Phone No. 407-788-3000

Email: bonnie.robbs@ioausa.com

END OF SECTION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Barry R. Page, Bonnie S. Robbins, Daniel H. Finch, Charles Boornazian, Rose Vittiglio, Audrianna Martinez, Dawn M. Jones, Cheryl C. May, Damaris Martinez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

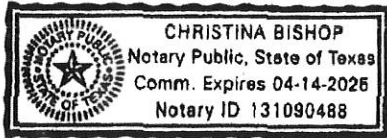


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this _____ Day of September, 20 24



BY [Signature] Leslie K. Shaunty Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Broward

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of R.J. Sullivan Corp. (the "Lender"), hereby attests under penalty of perjury, that the Lender does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Lender is authorized to execute this affidavit on behalf of the Lender.

Date: 9/17/24

Signed: [Signature]

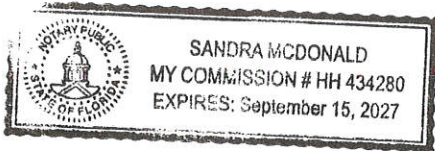
Entity: R.J. Sullivan Corp.

Name: Casey R. Sullivan
Title: President

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2024, by _____.

[Signature]
Notary Signature

Sandra McDonald
PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

**RESOLUTION 2024-129
WATER TREATMENT FACILITY NO. 3 LIQUID OXYGEN SYSTEM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH R.J. SULLIVAN COORPORATION, AND A PROJECT CONTINGENCY FOR THE WATER TREATMENT FACILITY (WTF) NO. 3 LIQUID OXYGEN (LOX) SYSTEM PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, R.J. Sullivan Corporation desires to construct the WTF No. 3 LOX project; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the above-mentioned services for the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with R.J. Sullivan Corporation and a project contingency for the WTF No. 3 LOX System as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the contract for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted

purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.


SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 27th day of August 2024.

ATTEST:

CITY OF PALM COAST


KALEY COOK, CITY CLERK


DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY


MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" – R.J. Sullivan Draft Contract