

**Attachment B – E-Bid #20230050
Contractor’s General Information Worksheet / E-Bid Reply
Bio-Solids (Dewatered Sludge) Hauling Services**

1. **COMPANY NAME:** Merrell Bros., Inc.

DIVISION OF: N/A

PHYSICAL ADDRESS: 8811 W 500 N., Kokomo, IN 46901

MAILING ADDRESS: 8811 W 500 N

CITY, STATE, ZIP CODE: Kokomo, IN 469021

TELEPHONE NUMBER: (574) 699-7782 FAX NO. (574) 699-7782

CONTACT PERSON: Dustin Smith or Blake Merrell E-MAIL: dustin@merrellbros.com
blake@merrellbros.com

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes No If yes, in what state? Indiana

Nieta Merrell
President

Ted Merrell
Vice President

Terry Merrell
Treasurer

How long in present business: 40 yrs How long at present location: 40 yrs

Total number of staff at this location: 178

Total number of staff for your firm within the Treasure Coast area: 65 within 200 miles
9 immediate area,

Is firm a minority business: Yes No Does firm have a drug-free workplace program Yes No
If no, is your company planning to implement such a program? n/a

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued
1	10.02.2023		
2	10.10.2023		

4. BID RESPONSE:

4.1 Bidder will will not accept the Purchasing Card (Visa).
(please circle one)

4.2

Price Per Wet Ton	Average Yearly Tonnage	Total Projected Annual Amount
\$ 66.14	20,000	\$ 1,322,800.00

(This figure is to be used on the Demandstar web page. Discrepancies between the this amount and the amount listed on Demandstar will be resolved in favor of the E-Bid Reply.)

The City makes no guarantee that this bid will result in actual work.

5. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

6. SIMILAR PROJECTS / REFERENCES

List three (3) bio-solids (dewatered sludge) hauling services similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Southern Region Water Reclamation Facility

Description Including Pictures: Turnkey hauling of biosolids to further treatment to class AA fertilizer via SWA/NEFCO. Approximately 22,000 dewatered tons per year.

Location: Delray Beach, FL

Year Completed: Still ongoing

Client Name, Phone Number & Email: David Dalton /ph. 561-801-2345/ddalton@pbcwater.com

Value of Total Contract: \$3,124,000.00

Date of Completion: Project is ongoing with 4+ years of service left.

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: No change orders to value.

Was Project Completed on Schedule: Its a current service contract in excellent standing.

Was Project Completed within Budget? Yes, to date.

Project Number 2

Project Name: East Central Regional WWTF

Description Including Pictures: Turnkey hauling of dewatered biosolids to further treatment to class AA fertilizer via SWA/NEFCO. Approximately 78,000 dewatered tons per year.

Location: West Palm Beach

Year Completed: Still ongoing

Client Name, Phone Number & Email: Shemeez Mosadee/ph 561-835-7400/smosadee@wpb.org

Value of Total Contract: \$3,319,020.00

Date of Completion: Project is ongoing with 4+ years of service left.

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: No change orders to value

Was Project Completed on Schedule: Its a current service contract in excellent standing.

Was Project Completed within Budget? Yes, to date.

Project Number 3

Project Name: Sludge Cake Hauling and Disposal

Description Including Pictures: Turnkey hauling of dewatered and liquid biosolids to further treatment to class AA soil amendment. Approximately 20,000 dewatered tons per year and 1,900,000 liquid gallons per year.

Location: City of Sunrise, FL

Year Completed: Still ongoing

Client Name, Phone Number & Email: Ted Petrides/ph 954-888-6035/TPetrides@sunrisefl.gov

Value of Total Contract: \$4,698,000.00

Date of Completion: Project is ongoing with 4+ years of service left.

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: No change orders to value.

Was Project Completed on Schedule: Its a current service contract in excellent standing.

Was Project Completed within Budget? Yes, to date.

7. SUBCONTRACTORS

List all subcontractors that will be contracted for this project:

No Subcontractors. Biosolids materials will be treated to a Class AA soil amendment in partnership with CompostUSA - Highland County. Their DEP permit attached within this response packet. All DOT transportation will be done 100% by Merrell Bros., Inc.

8. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? () Yes (X) No

If yes, please explain: N/A

9. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten per cent (10%) interest:

N/A

10. List any judgement from lawsuits in the last five (5) years:

N/A

11. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

N/A

12. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

13. **CERTIFICATION**

This bid is submitted by: Name (print) Dustin Smith who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

14. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**



Signature

Chief Business Development Officer

Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Balance of page left intentionally blank



NOTICE TO ALL PROPOSERS

*To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Ms. Robyn Holder, Issuing Officer, for the procurement of these services.*

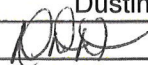
All questions regarding this Solicitation are to be submitted in writing to Robyn Holder, Procurement Manager with the Procurement Management Department via e-mail holder@cityofpsl.com, or by phone 772-344-4293. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the DemandStar's Website for retrieval. All notice of intent to award documentation will be published on the City Clerk's Website. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.*

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: Dustin Smith
Signed: 
Company and Job Title: Merrell Bros., Inc. Chief Business Development Officer
Date: 10.13.2023



"A City for All Ages"

CONTRACTOR'S CODE OF ETHICS


The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor

must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Merrell Bros., Inc.

Signature 

Printed Name and Title Dustin Smith, Chief Business Development Officer

Date 10.13.2023

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number ID # 337550

Date of Authorization 06.22.2010

Name of Contractor Merrell Bros., Inc.

Name of Project Bio-Solids (Dewatered Sludge) Hauling Services

Solicitation Number (If Applicable) E-Bid Event Number 20230050

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

Executed on October, 13, 2023 in Kokomo (city), IN (state).

Signature of Authorized Officer

Dustin Smith Chief Business Development Officer

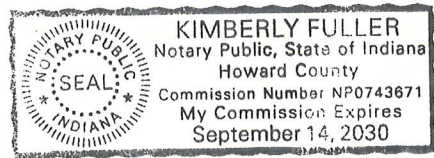
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 13 DAY OF October, 2023.

NOTARY PUBLIC Kimberly Fuller
Kimberly Fuller

My Commission Expires: 09.14.2030



NON-COLLUSION AFFIDAVIT

State of Indiana

County of Howard }

Dustin Smith, being first duly sworn, disposes and says that:

(Name/s)

1. They are Chief Business Development Officer of Merrell Bros., Inc. the Proposer that
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

(Title) Chief Business Development Officer

DRUG-FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that

Merrell Bros., Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

10-13-2023

Date:

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: Merrell Bros., Inc.

Authorized By:  Dustin Smith
(Sign) (Print Name)

Title: Chief Business Development Officer Date: 10.13.2023

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: Merrell Bros., Inc.

Authorized By:  Dustin Smith
(Sign) (Print Name)

Title: Chief Business Development Officer Date: 10.13.2023

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: Merrell Bros., Inc.
Vendor FEIN: 35-1681490
Authorized Representative's Name: Dustin Smith
Authorized Representative's Title: Chief Business Development Officer
Address: 8811 West 500 North
City, State and Zip Code: Kokomo, IN 46901
Phone Number: 574-699-7782
Email Address: Dustin@merrellbros.com


Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

Dustin Smith
Print Name

Signature



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Merrell Bros., Inc.
8811 West 500 North
Kokomo, Indiana 46901

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

BOND AMOUNT: One Thousand Dollars and 00/100----- (\$1,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Bio-Solids (Dewatered Sludge) Hauling Service, E-Bid (Event) Number: 20230050

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of October, 2023

Kimberly J. Fuller
(Witness)

Yusuf A. Laha
(Witness)

Merrell Bros., Inc.

(Principal)

Chief Business Development Officer

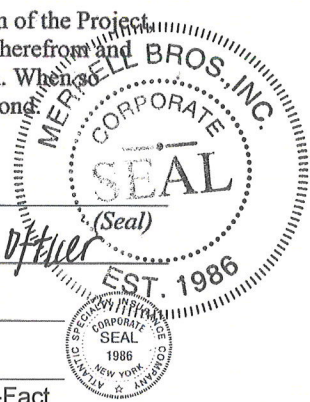
(Title)

Atlantic Specialty Insurance Company

(Surety)

Nicholas J. Bertke

(Title) Nicholas J. Bertke, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

A020795

NICHOLAS JOSEPH BERTKE
BROWER INSURANCE AGENCY
409 E MONUMENT AVENUE SUITE 400
DAYTON, OH 45402



Attached is your FL Department of Financial Services license. Please remember to sign the back of your card. If you have any questions please contact the FL Department of Financial Services at (850) 413-3137.

ALEX SINK
Chief Financial Officer
State of Florida
NICHOLAS JOSEPH BERTKE
License Number A020795
IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE
General Lines (Prop & Cas) 09/21/1994

NON-RESIDENT
LICENSE

"NOTICE" - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state. Please be governed accordingly. This licensee must have an active appointment with the holder or employer for which products or services are being marketed.



Atlantic Specialty Insurance Company
Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,093,968
Preferred Stocks	-	Loss Adjustment Expense Reserves	347,884
Common Stocks	752,567	Total Loss & LAE Reserves	1,441,852
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	735,813
Contract Loans	-	Total Reinsurance Liabilities	42,785
Derivatives	-	Commissions, Other Expenses, and Taxes due	68,767
Cash, Cash Equivalents & Short Term Investments	306,498	Derivatives	-
Other Investments	20,805	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	3,296,071	All Other Liabilities	632,508
		Total Liabilities	2,921,725
Premiums and Considerations Due	332,718		
Reinsurance Recoverable	39,231	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	2,250	Common Capital Stock	9,001
All Other Admitted Assets	79,777	Preferred Capital Stock	-
Total Admitted Assets	3,750,047	Surplus Notes	-
		Unassigned Surplus	174,558
		Other Including Gross Contributed	644,763
		Capital & Surplus	828,322
		Total Liabilities and C&S	3,750,047

State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.


Notary Public





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Nicholas J. Bertke, Debra Brummett, Amanda L. Brumbaugh, Jennifer L. Eddy, Nicole A. Laber, Jennifer L. Salm, Katherine J. Scarberry, Macy L. Sandilands**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.


This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

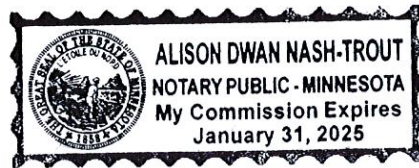
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of October, 2023



This Power of Attorney expires
January 31, 2025


Kara L.B. Barrow, Secretary

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="text-align: center; font-weight: bold; font-size: 1.2em;">Merrell Bros., Inc.</div>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <div style="text-align: center; font-weight: bold;">8811 West 500 North</div>	Requester's name and address (optional)
6 City, state, and ZIP code <div style="text-align: center; font-weight: bold;">Kokomo, IN 46901</div>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number														
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2023

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

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

PRODUCER Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 100 Carmel IN 46032		CONTACT NAME: Blaine Buschmann PHONE (A/C, No, Ext): (317) 846-5554 E-MAIL ADDRESS: bbuschmann@shepherdins.com FAX (A/C, No): (317) 846-5444	
INSURED Merrell Bros., Inc. 8811 W 500 N Kokomo IN 46901		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Arch Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 17370 11150	

COVERAGES

CERTIFICATE NUMBER: CL2362098927


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ECP2029838-14	07/01/2023	07/01/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	AUTOMOBILE LIABILITY			ZACAT1849101	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			FFX2029841-15	07/01/2023	07/01/2024	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000	
	DED	RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWCI1837101	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

MB Equipment Leasing, LLC	Additional Named Insured
MB Holding Company, Inc.	Additional Named Insured
MB Real Estate Leasing, LLC	Additional Named Insured
Merrell Bros Aviation, LLC	Additional Named Insured
Merrell Bros., LLC	Additional Named Insured

State of Florida

Department of State

I certify from the records of this office that MERRELL BROS., INC. is an Indiana corporation authorized to transact business in the State of Florida, qualified on September 22, 2008.


The document number of this corporation is F08000004107.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 14, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of April, 2023*




Secretary of State

Tracking Number: 7798630147CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Licensee

Name:	STEWART, TIMOTHY J	License Number:	CBC1260959
Rank:	Certified Building Contractor	License Expiration Date:	08/31/2024
Primary Status:	Current	Original License Date:	03/11/2016
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	MERRELL BROS., LLC	Primary Qualifying Agent for Business	03/11/2016	Construction Business Information	

ANNUAL MEETING OF BOARD OF DIRECTORS
MERRELL BROS, INC.
HELD JANUARY 6th, 2020

The annual meeting of the Board of Directors of Merrell Bros, Inc. was held at the office of the corporation at 1:00 PM on January 6th, 2020.

All of the directors were present in person. A waiver of notice was signed by all of the directors and presented to the secretary for recording in the corporate records.

The following were nominated and unanimously elected as officers for the ensuing year:

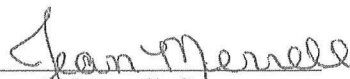
Nieta K. Merrell-	President
Ted D. Merrell -	Vice-President
Terry C. Merrell-	Treasurer
Jean L. Merrell -	Secretary

The activities of the officers for the prior year were reviewed, and the board approved the action taken by the officers of the corporation and ratified the same. The financial records of the corporation were reviewed along with the prospectus for the ensuing year.

The Board of Directors also agreed unanimously to allow the following individuals to sign or negotiate contracts related to projects the company has or is bidding in the normal course of their business; Dustin Smith, Karson Merrell, Ryan Zeck, Blake Merrell and Brayden Merrell. This authority does not include real estate contracts. Terry Merrell, Ted Merrell, Jean Merrell and Nieta Merrell have the authority to execute all negotiable instruments including all checks, drafts, notes, bonds, purchase of real estate, contracts, bills of exchange and orders for the payment of money.

The board reviewed the tax return of the corporation prepared by Blue & Company.

There being no further business, the meeting was adjourned.


Jean L. Merrell, Secretary

ATTEST:

Nieta K. Merrell, President

October 13, 2023

Supplementary Information Related Attachment B - E-Bid #20230050

Similar Projects / References

Project 1: Southern Regional Water Reclamation Facility - Palm Beach County

Pictures:



Similar Projects / References

Project 2: East Central Regional WWTF - West Palm Beach

Pictures:



Similar Projects / References

Project 3: Sawgrass and Spring Tree WWTP - City of Sunrise, FL

Pictures:



CompostUSA - Highlands County

FDEP Biosolids Treatment Permit for Receiving and Further Treating to Class AA Compost



FLORIDA DEPARTMENT OF Environmental Protection

South District Office
2295 Victoria Ave, Suite 364
Ft. Myers, Florida 33901-3875

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Compost USA of Highland County, LLC

RESPONSIBLE OFFICIAL:
Kris Creeden, President
80 Hicoria Road
Venus, Florida 33960
(407) 448-4100
krisce@ewglobal.net

PERMIT NUMBER: FLAB07164
FILE NUMBER: FLAB07164-001-DW1S
ISSUANCE DATE: December 16, 2020
EFFECTIVE DATE: December 16, 2020
EXPIRATION DATE: December 15, 2025

FACILITY:
Hicoria Road Composting Facility
80 Hicoria Rd
Venus, FL 33960
Highlands County
Latitude: 27° 9' 25.3848" N Longitude: 81° 20' 6.3864" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to construct and operate the facilities in accordance with the documents attached hereto and specifically described as follows:

BIOSOLIDS TREATMENT:

A new Type I Biosolids Management Facility with a permitted Class AA compost production of 200 dry tons/day, corresponding to accepting 1,670 cubic yards of biosolids per day. Feedstocks (biosolids/food waste) will be blended at the facility with yard waste, spent stable bedding, and clean wood products. The woodchip to biosolids ratio will be approximately 3:1. The facility will utilize the modified windrow composting method, as approved by EPA. Incoming biosolids will be mixed on the facility's shell rock covered pad the resulting mixture will be placed into 500' x 20' x 15' windrows. A catalyst will be placed on the surface of the constructed windrow at both ends. The constructed windrow will be covered with a layer of ground wood or green waste. The windrow will be turned several times during the composting process. The finished compost will be screened through a barrel or deck screen, and be distributed and marketed for use in potting soil blends landscaping applications.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 14 of this permit.

