City of Clearwater
Procurement
Jay Ravins, Department Director
100 South Myrtle Avenue, Clearwater, FL 33756

[MILBURN SOUTHEAST LLC DBA MILBURN DEMOLITION] RESPONSE DOCUMENT REPORT

ITB No. 21-0020-UT

Elevated Water Tanks Demolition

RESPONSE DEADLINE: July 16, 2025 at 2:00 pm

Report Generated: Tuesday, September 16, 2025

Milburn Southeast LLC dba Milburn Demolition Response

CONTACT INFORMATION

Company:
Milburn Southeast LLC dba Milburn Demolition

Email:
jamesm@milburn.com

Contact:
James Milburn

Address:
8801 Maislin Drive
Tampa, FL 33637

Phone:
(773) 677-7271

Website:
www.milburn.com

Submission Date:
Jul 16, 2025 11:08 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 15, 2025 12:34 PM by James Milburn

Addendum #2
Confirmed Jul 15, 2025 12:34 PM by James Milburn

QUESTIONNAIRE

1. Certified Business*

Are you a Certified Small Business or a Certified Minority, Woman or Disadvantaged Business Enterprise?

No

2. Vendor Certification*

By submitting this response, the Vendor hereby certifies that:

A. It is under no legal prohibition on contracting with the City of Clearwater.

B. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.

C. It has no known, undisclosed conflicts of interest.

D. The prices offered were independently developed without consultation or collusion with any of the other vendors or potential vendors or any other anti-competitive practices.

E. No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the commodities or services covered by this contract. The Vendor has not influenced or attempted to influence any City employee, officer, elected official, or consultant in connection with the award of this contract.

F. It understands the City may copy all parts of this response, including without limitation any documents or materials copyrighted by the Vendor, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. Chapter 119) or other applicable law, subpoena, or other judicial process; provided that the City agrees not to change or delete any copyright or proprietary notices.

G. It hereby warrants to the City that the Vendor and its subcontractors will comply with, and are contractually obligated to comply with, all federal, state, and local laws, rules, regulations, and executive orders.

H. It certifies that Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this matter from any federal, state, or local agency.

I. It will provide the commodities or services specified in compliance with all federal, state, and local laws, rules, regulations, and executive orders if awarded by the City.

J. It is current in all obligations due to the City.

K. It will accept all terms and conditions as set forth in this solicitation if awarded by the City.

L. The signatory is an officer or duly authorized representative of the Vendor with full power and authority to submit binding offers and enter into contracts for the commodities or services as specified herein.

Confirmed

3. E-Verify System Certificattion*

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

The affiant, by virtue of confirming below, certifies that:

A. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.

B. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.

C. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.

D. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.

E. The Contractor must maintain a copy of such affidavit.

F. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).

G. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

H. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Confirmed

4. Scrutinized Company Certification*

Please download the below documents, complete, and upload.

- SCRUTINIZED_COMPANIES_AND_B...

Scrutined_Companies.pdf

5. Compliance with Anti-Human Trafficking Laws*

Please download the below documents, complete, and upload.

- Compliance_with_787.06_form...

Ani-Human_Trafficking_Laws.pdf

6. Section V - Contract Documents*

Please download the below documents, complete, and upload.

- Section_V_-_Contract_Docume...

Section_V.pdf
Bid_Bond.pdf

7. W-9*

Upload your current W-9 form. (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)

Milburn_W9_Latest_Form.pdf

PRICE TABLES

NORTH AND SOUTH ELEVATED WATER TANK SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
MOBILIZATION					
1	Contractor Mobilization	1	LS	$25,000.00	$25,000.00
NORTH ELEVATED WATER TANK - WESTON DR					
2	Remove the one-million-gallon elevated steel tank and all associated components, including but not limited to concrete pads, concrete pile caps, piping, conduits, posts, pedestals, valves, and other related appurtenances. Foundation piles shall be cut to a final top of pile elevation of 6 feet below grade level.	1	LS	$330,000.00	$330,000.00
3	Remove all site features within the fenced areas that exist within a 6 feet depth of the grade level. These include but are not limited to concrete slabs/foundations, fencing around service pads, piping, conduits, post, pedestals, valves, fixtures and control panels etc.	1	LS	$10,000.00	$10,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Provide a layout, prepared by a licensed surveyor, of all elements that will remain on site following the demolition of all elements that are within 6 feet of the grade level.	1	LS	$3,500.00	$3,500.00
5	Cut and cap pipes, of existing water lines, below grade outside the fenced area. Remove all leftover pipes and dispose of them properly in accordance with local regulations. Final location of cap off to be provided The City.	1	LS	$6,000.00	$6,000.00
6	Provide for the delivery or pick-up of salvaged material from the demolition project.	1	LS	-$25,000.00	-$25,000.00
7	Site Cleanup - Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. The site shall have all debris removed and shall be graded to conform to the adjacent area in such a manner to provide proper drainage. The site shall be properly resodded after completion of demolition operations.	1	LS	$6,000.00	$6,000.00
SOUTH ELEVATED WATER TANK - S MLK JR. AVE					
8	Remove the one-million-gallon elevated steel tank and all associated components, including but not limited to concrete pads, concrete pile caps, piping, conduits, posts, pedestals, valves, and other related appurtenances. Foundation piles shall be cut to a final top of pile elevation of 6 feet below grade level.	1	LS	$330,000.00	$330,000.00
9	Remove all site features within the fenced areas that exist within a 6 feet depth of the grade level. These include but are not limited to concrete slabs/foundations, fencing around service pads, piping, conduits, post, pedestals, valves, fixtures and control panels etc.	1	LS	$10,000.00	$10,000.00
10	Provide a layout, prepared by a licensed surveyor, of all elements that will remain on site following the demolition of all elements that are within 6 feet of the grade level.	1	LS	$3,500.00	$3,500.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Cut and cap pipes, of existing water lines, below grade outside the fenced area. Remove all leftover pipes and dispose of them properly in accordance with local regulations. Final location of cap off to be provided The City.	1	LS	$14,000.00	$14,000.00
12	Provide for the delivery or pick-up of salvaged material from the demolition project.	1	LS	-$25,000.00	-$25,000.00
13	Site Cleanup - Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. The site shall have all debris removed and shall be graded to conform to the adjacent area in such a manner to provide proper drainage. The site shall be properly resodded after completion of demolition operations.	1	LS	$6,000.00	$6,000.00
TOTAL					$694,000.00

CONTINGENCY

Add 10% Contingency based on subtotal above

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	10% CONTINGENCY	1	LS	$69,400.00	$69,400.00
TOTAL					$69,400.00

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

IF YOUR BID/PROPOSAL IS $1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

Authorized Signature

James Milburn
Printed Name

Managing Principal
Title

Milburn Southeast, LLC
Name of Entity/Corporation

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on, this 16th day of July, 2025, by James Milburn (name of person whose signature is being notarized) as the Managing Principal (title) of Milburn Southeast, LLC (name of corporation/entity), personally known x, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public
Karen Tierney
Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

OFFICIAL SEAL
KAREN ELIZABETH TIERNEY
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 987350
MY COMMISSION EXPIRES FEBRUARY 21, 2028

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Authorized Signature

James Milburn
Printed Name

Managing Principal
Title

Milburn Southeast, LLC
Name of Entity/Corporation

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this 16th day of July, 20 25, by James Milburn (name of person whose signature is being notarized) as the Managing Pricipal (title) of Milburn Southeast, LLC (name of corporation/entity), personally known x, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Karen Tierney
Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

OFFICIAL SEAL
KAREN ELIZABETH TIERNEY
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 987350
MY COMMISSION EXPIRES FEBRUARY 21, 2028

Compliance with Anti-Human Trafficking Laws

Pursuant to Section 787.06 (13), Florida Statutes, this form must be completed by an officer or representative of a non-governmental entity when a contract is executed, renewed, or extended between the non-governmental entity and the City of Clearwater.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this form on behalf of Entity.

Date: July 16, 2025

Entity: Milburn Southeast, LLC

Signed: _____

Name: James Milburn

Title: Managing Principal

CONTRACT

(1)

This **CONTRACT** made and entered into this 16 day of September, 20 25 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Milburn Southeast, LLC, of the City of Tampa County of Hillsborough and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This **CONTRACT** made and entered into this ___ day of _____, 20___ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and _____, a/an _____(State) Corporation authorized to do business in the State of Florida, of the City of _____ County of _____ and State of _____, hereinafter designated as the "Contractor".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

PROJECT NAME: [PROJECT NAME] Elevated water tank demolition

PROJECT NO.: [PROJECT NUMBER] 21-0020-VT

in the amount of $ 763,400.00

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

CONTRACT

(2)

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, City Clerk, at Rosemarie.Call@myclearwater.com, 727-562-4092, 600 Cleveland St., 6th Floor, Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.

b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

CONTRACT
(4)

2. **At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.**

i) **A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.**

j) **A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.**

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

CITY OF CLEARWATER
IN PINELLAS COUNTY, FLORIDA

By: _____ (SEAL)
Jennifer Poirrier
City Manager

Attest:

_____
Rosemarie Call
City Clerk

Countersigned:

By: _____
Bruce Rector
Mayor

Approved as to form:

_____
Owen Kohler
Lead Assistant City Attorney

Contractor must indicate whether:
_____ Corporation, _____ Partnership, _x_____ Company, or _____ Individual

Milburn Southeast LLC
(Contractor)

By: _____ (SEAL)
Print Name: James Milburn
Title: Managing principal

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit**.

NON-COLLUSION AFFIDAVIT

STATE OF ~~FLORIDA~~ Illniois)

COUNTY OF Cook)

James Milburn being, first duly sworn, deposes and says that he is

Managing Principal of Milburn Southeast, LLC,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this 16th day of July, 20 25.

Notary Public

OFFICIAL SEAL
KAREN ELIZABETH TIERNEY
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 987350
MY COMMISSION EXPIRES FEBRUARY 21, 2028

PROPOSAL
(2)

Attached hereto is a bond or certified check on _____

_____ Bank, for the sum of _____

sixty-nine thousand four hundred and 00/100 ($69,400.00)
(being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If a firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:	ADDRESSES:
James Milburn	342 Oak Knoll Road, Barrington Hills, IL 60010

Signature of Bidder: _____

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: James Milburn

By: _____ Title: Managing Principal

Company Legal Name: Milburn Southeast, LLC

Doing Business As (if different than above): _____

Business Address of Bidder: 8801 Maislin Drive

City and State: Tampa, FL Zip Code 33637

Phone: 773/677-7271 Email Address: jamesm@milburn.com

Dated at _____, this 16th day of July, A.D., 2025

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: Elevated Water Tank Demolition - 21-0020-VT

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. 1 Date: 6/23/25

Addendum No. 2 Date: 7/7/25

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Milburn Southeast, LLC
(Name of Bidder)

(Signature of Officer)

Managing Principal
(Title of Officer)

July 16, 2025
(Date)

PROPOSAL/BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Milburn Southeast, LLC as Contractor, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, whose address is 1200 Main Street, Suite 800 Kansas City, MO 64105, are held and firmly bound unto the City of Clearwater, Florida, in the sum of Ten Percent of Amount Bid Dollars ($ 10%) (being a minimum of 10% of Contractor's total bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Milburn Southeast, LLC as Contractor, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, for work specified as: Elevated Water Tanks Demolition IFB# 21-0020-UT

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Public Construction Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Proposal/Bid Bond will be paid to the City as stipulated or liquidated damages.

Principal must indicate whether:

_____ Corporation, _____ Partnership, X Company, or _____ Individual

Signed this 16th day of July, 2025.

Milburn Southeast, LLC
Contractor

Principal

By: James Milburn; Managing Principal
Title

Swiss Re Corporate Solutions America Insurance Corporation
Surety

William Reidinger; Attorney-in-Fact

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit**.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: **William Reidinger**

Principal: Milburn Southeast, LLC
Obligee: City of Clearwater, Florida
Bond Description: Elevated Water Tanks Demolition IFB# 21-0020-UT
Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF. SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

State of Illinois
County of Cook SS

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 29, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of July, 2025.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
JAMES MILBURN

2 Business name/disregarded entity name, if different from above.
MILBURN SOUTHEAST LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
8801 MAISLIN DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
TAMPA, FL 33637

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.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
85 - 3190621

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 4/2/25

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they