

BEST EVALUATED BID

TO: City of Gainesville, Florida
Purchasing Division, Station 32
200 East University Avenue
Gainesville, Florida 32601-0490

PROJECT: Special Magistrate Services (For Code Enforcement Hearings)

BID #: CODE-160001-DD

CITY'S REPRESENTATIVE (to be contacted for additional information on this Bid):

Name: Doug Drymon, Senior Buyer Telephone Number: 352-334-5021
Fax Number: 352-334-3163
Email address: drymonjd@cityofgainesville.org

Bidder Legal Name: Jefferson M. Braswell
Bidder Alias/DBA: Scruggs & Carmichael, P.A.
Bidder's Address One SE 1st Ave
Gainesville, FL 32601

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this bid)

Name: Jefferson M. Braswell Telephone Number 352-376-5242
Date: July 23, 2015 Fax Number 352-416-3454
Email address braswell@scruggs-carmichael.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. [For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.]

The Bidder further declares that he has carefully examined these Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

BID SPECIFICATIONS

1. DEFINITION OF TERMS

- 1.1 Authorized Representative: Any representative of the City, whether or not a City employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 1.2 Bidder: Any person, firm, corporation, organization or agency submitting a bid for the work proposed, or its duly authorized representative.
- 1.3 City: City of Gainesville, Florida, or an Authorized Representative.
- 1.4 Commercially Useful Function: shall exist when the business responsible for execution of the work of the contract is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 1.5 Contract or Agreement: The Contract executed by the City and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.6 Contract Price: The total sum of moneys payable to the Contractor for completion of the Work in accordance with the Contract.
- 1.7 Contractor: The person, firm, corporation, organization or agency with whom the City has executed a contract for performance of the work or supply of equipment or materials, or its duly authorized representative.
- 1.8 Control: Means having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business. In determining whether socially and economically disadvantaged owners control a firm the City may utilize the criteria in 49 CFR Part 23 & 26, Section 26.71.
- 1.9 Laws and Regulations: Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.10 Local business: The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -C. The business tax receipt must be issued at least six months prior to bid or bid opening date.
- 1.11 Local Small Business: A Small Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within the corporate limits of the City of Gainesville and possess a current City business tax receipt, and is so certified by the Local Small Business Program Procurement Coordinator.

- 1.12 Material Supplier: (also Supplier) a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.13 Specifications: Directions, provisions, and requirements contained in the Invitation to Bid, Instructions to Bidders, Special Provisions, General Conditions, Technical Specifications (if any), Supplementary Conditions (if any), Bid Form, Bids (if any), together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.
- 1.14 Subcontractor: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.15 Supplier: (also Material Supplier) A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.16 Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. BIDS

Bids may be sent to General Government Purchasing as specified on the Invitation to Bid. Any bid received after the time specified in the Invitation to Bid will not be considered and will be returned unopened. Bids shall be signed and submitted on this form. Any exceptions or clarifications to any specification shall be clearly indicated on a separate sheet(s) attached to this form and shall specifically refer to the applicable specification paragraph and page. Exceptions or clarifications not so indicated will not be considered as part of the bid. The envelope shall be sealed and plainly labeled as a sealed bid for the project as named above and shall specify the time and date specified in the Invitation to Bid, which shall be the time and date for opening of bids.

3. SIGNING AND SUBMISSION OF BID

Signing and delivery of the Bid represents the Bidder's acceptance of the terms and conditions of this Bid and if awarded the Bid by the City, the Bid as accepted will represent the agreement between the parties. Bids must be signed in ink in space[s] provided. Unsigned bids will be considered incomplete and subject to rejection. Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Bidder is interested in more than one bid, all bids in which such Bidder has interest will be rejected.

4. JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT

All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.

5. EVALUATION AND AWARD

This is a Best Evaluated Bid. The City shall consider the following criteria in making the award:

- (a) Oral Presentations
- (b) Price
- (c) Technical Qualifications

6. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Bidder whose bid is determined by the City to be in its best interest. The City also reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work or supply the materials, and if, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

7. EXAMINATION OF THE SITE – TECHNICAL QUESTIONS

If any portion of the work is to be performed on City property, the Bidder may visit the job site before submitting this bid to become familiar with the prevailing local conditions which may affect the work to be done. The City's Representative may be contacted about arrangements to visit the job site or technical questions relating to the performance of the work.

8. EFFECT OF BID

Any bid submitted in response to these Specifications shall be binding for a period of 60 calendar days after the bid opening date. An award made under these Specifications shall in no way prevent the City of Gainesville from requesting bids and purchasing identical or similar services to those covered herein.

9. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/bid certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida.

10. LOCAL SMALL BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that Local Small Businesses as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that Local Small Businesses are strongly encouraged to submit a bid in response to this Invitation to Bid and prime contractors are strongly encouraged to utilize Local Small Business subcontractors and material suppliers. Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy. The City of Gainesville requires Good Faith Efforts to maximize utilization of Qualified Local Small Businesses for this project (see Exhibit A).

11. CONTACT

To ensure fair consideration and consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering the bids during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Departments for an invitation for bid or the request for bid, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any bid, recommendation or decision by City officials and employees, except as authorized by procurement documents.

12. DAVIS-BACON

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

CONTRACT SPECIFICATIONS

13. CITY'S CONTRACTOR

Upon award and execution of a contract or issuance of a purchase order incorporating the provisions of these Specifications, the successful Bidder will be designated the City's Contractor.

14. RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION

The safe and complete prosecution of the work shall be the responsibility of the Contractor. Subcontractors shall not be permitted. The Contractor shall indemnify and hold harmless the city, its agents, officers and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work through the use of unacceptable materials or by or on account of any activity or omission, neglect or misconduct of the Contractor or a Subcontractor or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" or any other law, by-laws, ordinance, order or decree. Contractor shall follow all City, County, State and Federal laws, regulations or ordinances. Contractor shall remedy promptly, and without cost to the City, any defective materials or workmanship supplied under the Contract which appear within one year from the date of completion of the work.

15. LIABILITY INSURANCE

The Contractor shall not commence work until obtaining the following: [items checked]

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Insurance protection for any employees engaged in hazardous work under this Contract not protected under the worker's compensation statute

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

"XCU" (Explosion, Collapse, Underground Damage)

Contractor's Pollution Liability

Professional Liability (\$1,000,000 per occurrence)

An insurance certificate shall be provided in a form acceptable to the City which gives the City 30 days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

16. TERM OF CONTRACT

The contract period for work under this agreement shall commence October 1, 2015 and shall end on September 30, 2017.

However, upon satisfactory and faithful performance of this contract by the Contractor, the City reserves the right, through negotiation with the Contractor, to extend the term of this contract for a 12-month period with a maximum of three 3 such extensions (three).

The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

17. DELAY

The City shall have the right to suspend the work wholly or in part for up to three months without additional payment or allowance but extra time equivalent to the time of suspension shall be granted for completion of the suspended work. If Contractor's performance is delayed by fire, lightning, earthquake, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract may be extended at the option of the City for a period equivalent to the time lost by reason of any of the aforesaid causes.

18. TERMINATION

If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days' written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE.

19. TERMINATION FOR CONVENIENCE

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

20. CLEANUP AND FINAL PAYMENT
Work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition. Final payment will be withheld until all work is accomplished.
21. ASSIGNMENT OF CONTRACT
The Contractor shall not assign or subcontract in whole or in part any right or obligation under this Agreement or any monies due or to become due thereunder without the written consent of the City.
22. SOVEREIGN IMMUNITY
Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
23. PAYMENT
Payments will be due to the Contractor 30 days after receipt of a proper invoice; provided, however, that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these specifications or because unacceptable equipment or materials were delivered as determined by the City's inspection. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).
24. PROMPT PAYMENT ASSURANCE
LATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PENALTY
When a contractor receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 10 days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
25. CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER
If the Contractor claims that any instruction or change issued by the City involves extra cost, it shall so notify the City in writing within ten (10) days after receipt of such instruction and in any event secure approval before proceeding to execute the work.
26. RECORDS/AUDITS
Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

27. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

28. RIGHTS OF APPEAL

Participants in this Invitation to Bid solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

29. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to the performance of the work.

30. COLLUSION

The bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion or fraud.

No City Commissioner, other City officer, or City employee shall directly or indirectly own more than five (5) percent of the total assets or capital stock of the bidding entity, nor shall such person directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. For purposes of this section, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.

31. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
- c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement

LIVING WAGE POLICY

This contract is a covered service. (See Living Wage Decision Tree – Exhibit D attached hereto)

This contract is not a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", prime contract amount exceeds the

threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$11.6587 per hour (Living Wage with Health Benefits) or \$12.91 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit E hereto, prior to the City executing the contract. Once executed, such certification will become a part of this contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.

(2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

For your information, Section 287.133 (2)(a) , Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.'s 1, _____, _____, _____, _____ to these Specifications.

TAXES

The subs bid below include Florida sales taxes on items required by Bidder to manufacture or supply the items to be provided or obtain items needed to perform the work, but do not include Florida sales taxes on the bid price below for equipment, materials or services to be provided to the City. The City of Gainesville is exempt from Florida sales taxes for certain purchases made by the City and will provide a tax exempt certificate upon request.

BID PRICES

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications for the lump sum of Fifteen Thousand Dollars (\$ 15,000.00).

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance:
_____ Dollars (\$ _____)

NOTE: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

NOTE: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE

LOCAL PREFERENCE

Check one

Local preference requested: YES NO

A copy of your Business Tax Receipt and Zoning Compliance Permit should be submitted with bid if local preference is requested.

QUALIFIED LOCAL SMALL BUSINESS STATUS

Check one

Is your business qualified as a local small business in accordance with the City of Gainesville's Small Business Procurement Program? (Refer to Definitions) YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree hereto **check one**

- Living Wage Ordinance does not apply
(Check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply; Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (Check)

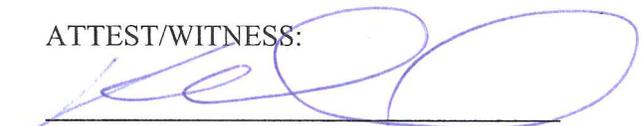
Bid is in full compliance with the Specifications.

Bid is in full compliance with the Specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:



Signature

By Kevin D. Sureda

Title: President

BIDDER:



Signature

By Jefferson M. Braswell, Esq.

Title: Shareholder

TECHNICAL SPECIFICATIONS

The provisions contained in this section are intended to be read in conjunction with, to supplement, or to modify Instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

1. **SCOPE OF SERVICES**

It is the intent of the City of Gainesville to obtain bids from qualified attorneys capable of holding quasi-judicial hearings and issuing orders in matters involving certain violations of the City Code of Ordinances in accordance with Chapter 2, Article V, Division 8 of the City Code of Ordinances. It is the intent of the City to evaluate the proposals received, negotiate with the selected proposer(s) and enter into one or more contracts for the provisions of services described in this best evaluated bid document.

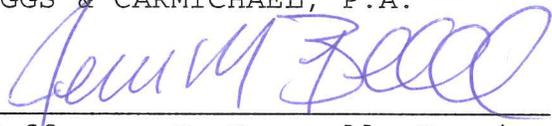
CITY OF GAINESVILLE
SPECIAL MAGISTRATE FOR CODE ENFORCEMENT HEARINGS
BID NO.CODE-160001-DD

JULY 23, 2015

APPLICATION FOR

SCRUGGS & CARMICHAEL, P.A.
ONE S.E. FIRST AVENUE
GAINESVILLE, FL 32601
JEFFERSON M. BRASWELL, ESQUIRE
FLORIDA BAR NO. 800996
braswell@scruggs-carmichael.com

SCRUGGS & CARMICHAEL, P.A.

By: 

Jefferson M. Braswell, Esquire
Florida Bar No. 800996
One S.E. First Avenue
Gainesville, FL 32601
Phone (352) 376-5242
Fax (352) 375-0690
braswell@scruggs-carmichael.com

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TECHNICAL PROPOSALS

Scruggs & Carmichael, P.A. submits this application for the Code Enforcement Special Magistrate position on behalf of its partner, Mr. Jefferson Braswell. Based on previous experience, the firm understands that Code Enforcement Hearings will be conducted usually once a month. It is the intent of Mr. Braswell to serve as a Special Magistrate providing for adequate due process to all citizens that may appear before him. Although the Rules of Evidence are relaxed for citizen participation, it is clear that the hearing should be conducted consistent with the Rules of Evidence and the fundamental principles of due process giving all citizens an opportunity to be heard and all witnesses to be fully examined. Based on experience with Code Enforcement Hearings, many of the defendants have received previous warnings concerning their failure to comply with the orders of enforcement officers, so it is fundamental to the job to work with the staff and with the property owners in order to effect cleanup of problem properties. This can and should include a number of alternative methods depending on the property owner including the use of fines, variable fines depending on progress, additional opportunities to make progress with frequent reports back to the hearing officer, and suspended fines providing additional time for compliance. Based on observations of other boards, the ultimate goal is to get the properties cleaned up to a point that they are no longer a nuisance to their neighbors, communities, and to the city.

PRICE PROPOSAL

Scruggs & Carmichael, P.A. will provide services as the Special Magistrate for the stated price of \$185.00 per hour.

The bid also requires a statement of flat fee. Scruggs & Carmichael, P.A. will provide the services of the Special Magistrate at an annual cost of \$15,000.

STATEMENT OF QUALIFICATIONS

Mr. Braswell's practice is a highly diverse practice which primarily focuses on contract litigation including disputes concerning the development and construction of homes and commercial properties. Mr. Braswell has an extensive administrative law practice with cases before the Florida Department of Environmental Protection, Florida Department of Revenue, and the Internal Revenue Service. Mr. Braswell also enjoys a diverse local government practice and frequently appears before the City of Gainesville City Commission and Alachua County Commission on comprehensive plan amendments and zoning applications. Mr. Braswell appears before many other local government entities in surrounding counties and municipalities on planning and zoning matters and makes appearances before code enforcement boards. Over the last 20 years, Mr. Braswell has conducted more than 30 hearings before local code enforcement boards and negotiated numerous resolutions with city and county staff members.

Mr. Braswell was admitted into the Florida Bar in 1989. After graduation, he served initially as a Public Defender in Alachua, Gilchrist, and Levy Counties. After two years with the Public Defender's office, Mr. Braswell returned to law school at the Vermont Law School in South Royalton, Vermont, and he received a Masters in Environmental Law with Honors. After receiving his degree, Mr. Braswell worked for the Florida Department of Environmental Protection in Tallahassee, Florida. He worked in the Air and Waste Section as a Litigation Specialist. He handled issues associated with solid waste, hazardous waste, petroleum contamination, and air pollution. All work conducted at the Florida Department of Environmental Protection was before the Division of Administrative Hearings giving him extensive experience in administrative hearings. Mr. Braswell joined the law firm of Scruggs & Carmichael, P.A. in July, 1996. His practice areas have primarily focused on complex jury trials, contract disputes, and land development issues related to land use, zoning, and environmental matters. Mr. Braswell remains an attorney in good standing with the Florida Bar.

Mr. Ray Ivey will serve as backup when Mr. Braswell is not available to conduct hearings. Mr. Ivey graduated from the University of Florida College of Law in 1981. He has been admitted to the Florida Bar and the United States District Courts for the Middle and Northern Districts of Florida. Mr. Ivey primarily practices in the areas of real property and corporate law. Mr. Ivey has also worked extensively in construction litigation and understands and has full knowledge of building construction and property matters.

Scruggs & Carmichael, P.A. located in Gainesville, Florida at One SE 1st Avenue, Gainesville, Florida. Scruggs & Carmichael, P.A. was established in 1944, and has been located at the same address since its founding. The law firm consists of 11 partners practicing in various areas of the law. Scruggs & Carmichael, P.A. is arguably the only full service law firm in the circuit and is certainly one of the oldest.

Scruggs & Carmichael, P.A. is set up as a professional association of attorneys practicing in their individual specialized fields. A summary entitled Firm Experience is attached to this application that more thoroughly describes the practice areas for each partner and their relative experience. The law firm has two locations in Gainesville. In addition to the downtown office, the firm has a presence in west Gainesville with an office located at Metrcorp Center, 4041 NW 37th Place, Suite B, Gainesville, Florida. The firm has 16 full time legal assistants and 4 clerical staff members. The office is open from 8 a.m. to 5 p.m. Monday through Friday except for national holidays.

The applicant has attached a resume of Jefferson M. Braswell. The firm has also attached Scruggs & Carmichael, P.A.'s firm experience which is a firm resume to highlight the firm's ability to serve as a code enforcement officer in this matter.

Mr. Braswell has not served in a similar capacity at any point in his career because he has always been the attorney in similar type proceedings. Although he has not served as a hearing officer, he has participated in hundreds of adversarial proceedings in a multitude of different forums.

Over the last five years Scruggs & Carmichael, P.A. has represented clients before the City of Gainesville. These matters primarily involve planning and zoning issues, real estate closings, bid protests, and civil litigation. A list of those cases is attached as List of Cases where Scruggs & Carmichael, P.A. Represented an Adverse Party to the City of Gainesville.

Mr. Braswell will not have any issues in prioritizing his services as the Special Magistrate. His attendance at each of the hearings will be scheduled well in advance and no conflicts should exist. Under exceptional circumstances, Ray Ivey will serve as a replacement magistrate under the same terms and conditions as negotiated with the City of Gainesville.

ATTACHMENTS

Resume of Jefferson M. Braswell

Scruggs & Carmichael, P.A. Firm Experience

List of Cases where Scruggs & Carmichael, P.A. Represented an Adverse Party to the City of Gainesville

JEFFERSON M. BRASWELL
PARTNER
SCRUGGS & CARMICHAEL, P.A.
ONE SE 1ST AVENUE
GAINESVILLE, FL 32601

EXPERIENCE

Over 20 years of jury trial experience representing businesses, private citizens, and governmental entities of various legal issues primarily related to planning, zoning, and construction of land developments throughout north Florida. Practice areas include environmental law, planning and zoning, construction litigation, contract litigation, and government law.

EMPLOYMENT

Scruggs & Carmichael, P.A. July 1996 - Present

Civil Litigation Attorney - Partner
Practice focused on complex jury trials,
contract disputes, and land development
assisting clients with debt collection,
land use, zoning, and environmental issues.

Florida Department of Environmental Protection July 1992 - July 1996

Assistant General Counsel - Air and Waste Section
Litigation Specialist that handled various issues
related to employment, hazardous waste, air pollution,
petroleum contamination, solid waste, and
stormwater permitting.

Public Defender for the 8th Judicial Circuit July 1989-July 1991

Assistant Public Defender
Represented citizens charged with crimes by
defending them in jury trials and other pre-trial
proceedings. Primarily assigned to Alachua, Gilchrist
and Levy Counties.

EDUCATION

Vermont Law School, South Royalton, Vermont
M.S.L., Master of Environmental Law with Honors, 1992

University of Florida, Levin College of Law
Juris Doctor, 1988

University of Florida, College of Liberal Arts and Sciences
Bachelor of Arts, 1983

REPRESENTATIVE CASES

Natures Landing Condominium Association, Inc. V. Natures Landing Management Company, Case No. 2010-CA-444 - Represented the condominium association against the former management company to enjoin the use of the condominium name on the internet and in advertisements.

Halcyon Manufacturing, Inc. V. Barry Dale Miller, Case No. 2007-CA-1072 - Represented business against former employee for civil theft and in subsequent collection actions.

The Tonnelier Construction Group v. Ronald J. Shema, Case No. 09-4820
Fla. 1st DCA 2010 - Successfully upheld lower court ruling in a reported case in which the Appellate Court found against a fraudulent transfer of assets by appellee.

L. Brant Blessing v. Town of Horseshoe Beach, Case No. 09-3116
Fla. 1st DCA 2009 - Successfully challenged the wrongful construction of a boathouse that violated the Town of Horseshoe Beach's building code. The boathouse was ordered to come into compliance with the applicable codes, and the Appellant agreed to pay the fees for the litigation.

Joe L. Blanchard v. D. Ray Harrison, Jr., Gilchrist County Property Appraiser, Case No. 03-4775
Fla. 1st DCA 2003 - Unsuccessfully challenged in Circuit Court and on appeal, the Property Appraiser's denial of homestead exemption for a river front home in Gilchrist County.

Ronnie Taylor Construction v. The City of Cedar Key, Case No. 98-4657
Fla. 1st DCA 1999 - Challenged the City's revocation of a building permit for the construction of an office building in Cedar Key. The case was resolved amicably between the parties.

Specialty Employee Leasing v. Jerry M. Rowe, Case No. 98-204
Fla. 1st DCA 1998 - Successfully defended an appeal of an unemployment compensation final order.

Watson Construction Company v. Florida Department of Transportation, Case No. 98-4101
Fla. 1st DCA 1998 - Appeal of the denial of a declaratory statement concerning use of weight restricted highways in Alachua County.

Doris Hellerman v. Francis Akins, Levy County Property Appraiser, Case No. 98-2236
Fla. 1st DCA 1998 - Unsuccessfully challenged the increase of property taxes for approximately 180 residents of Cedar Key, Florida against the property appraiser and the Florida Department of Revenue. The case, in part, eventually lead to the passage of the Save Our Homestead amendment to the Florida Constitution.

Florida Rock Industries v. Haile Community Association v. Florida Department of Environmental Protection, Case No. 97-47
Fla. 1st DCA 1997 - Served as lead counsel for the Florida Department of Environmental Protection concerning a construction permit for a \$90 million cement factory in Alachua County for a month long formal administrative hearing. Handled all litigation issues on behalf of the Department including air construction permit, stormwater permit, well permits, and solid waste

permits.

Priscilla Harris v. Carolina Solite, Case No. 94-1759

Fla. 1st DCA 1996 - The FDEP's intent to issue an air permit for incineration of hazardous waste was sustained on appeal after a three week formal administrative hearing.

Basic Energy Corporation v. Hamilton County, Case No. 96-766

Fla. 1st DCA 1996 - The FDEP's intent to deny an air permit for the incineration of medical waste was sustained on appeal.

Browing-Ferris Industries v. Florida Department of Environmental Protection, Case No. 94-414

Fla. 1st DCA 1995 - The denial of the Appellant's application for financial assistance for petroleum remediation was upheld on appeal.

Suddath Van Lines v. Florida Department of Environmental Protection, Case No.93-2604

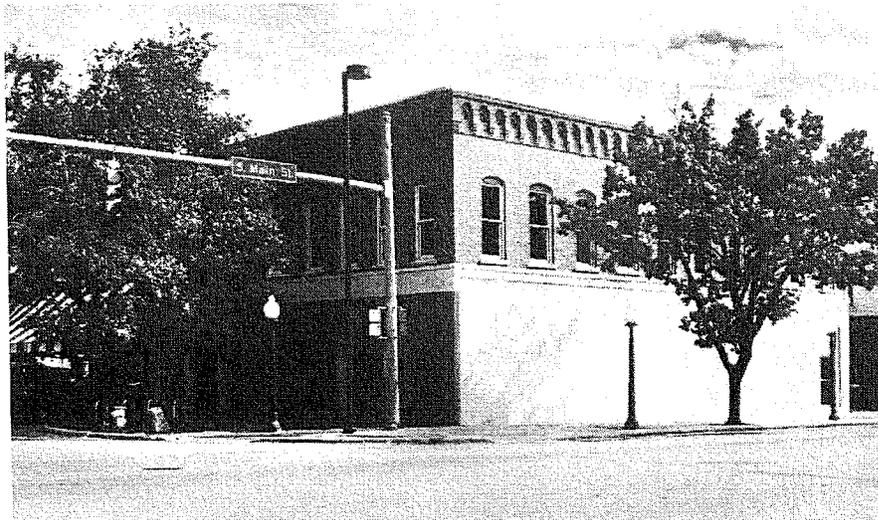
Fla. 1st DCA 1995 - In a reported case, the denial of the Appellant's application for financial assistance for petroleum remediation was upheld on appeal.

PERSONAL INTEREST

Enjoy outdoor activities including tennis, camping, canoeing, and sailing. Enjoy spending time with my family and traveling with my children.

Scruggs & Carmichael, P.A.

Firm Experience

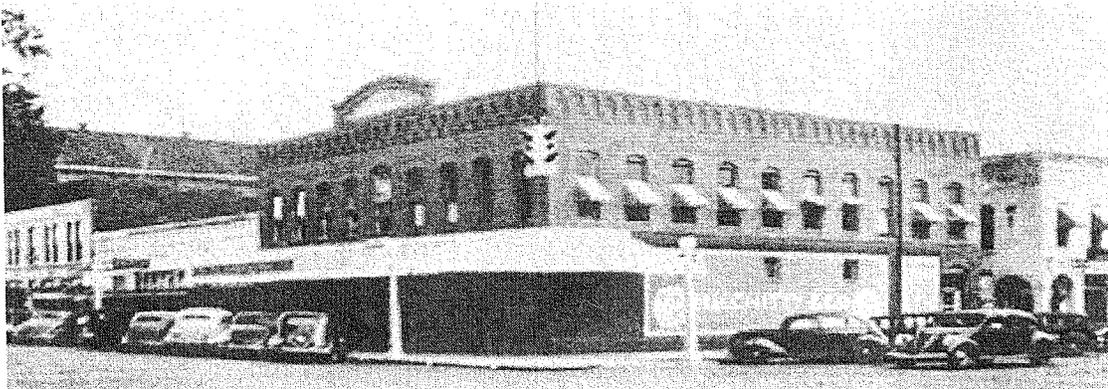


Firm History

Shortly before Scruggs and Carmichael founder Sigsbee Scruggs blew out the candles on his 85th birthday cake, he stated that he was most proud of his no-nonsense approach to the practice of law. He zealously represented his clients with candor and professionalism. Sigsbee Scruggs and Parks Carmichael lived in a time before cell phones, voicemail, or extensive television advertising. They lived in a time when a person in need of an attorney trusted in and relied upon the reputation of that attorney in the community.

Over 65 years later, we are proud to say that Scruggs and Carmichael, P.A. has remained true to its founding principles. Most of our clients come to us through personal referrals from friends, clients, and other attorneys. Many of the attorneys at Scruggs and Carmichael, P.A. have lived in Gainesville for most or all of their lives, and we take great pride in Gainesville and the University of Florida. Even the building our law firm inhabits reflects our firm's stability and tradition. The Scruggs and Carmichael downtown office remains in the same location as when the firm was founded, in the heart of downtown Gainesville, overlooking the Alachua County Courthouse.

With our tradition of stability comes a tradition of success. At Scruggs and Carmichael, P.A., we know that great client service requires experience, insight, and personal attention. The size of our firm allows us to remain focused on the quality of the client's experience. Before deciding on any course of action, we strive to understand each client's goals, needs, and concerns. Only after developing a personalized relationship with the client do we utilize our knowledge of the community and years of legal experience to assemble the resources to tackle our clients' legal challenges.



Attorney Profiles

Jefferson Braswell, Esq., M.S.L.

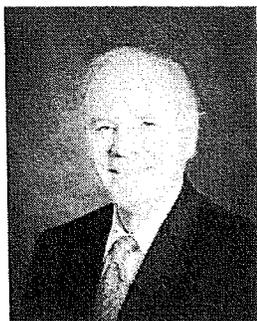


Jefferson Braswell was born in Huntsville, Alabama, in 1963. He attended the University of Florida, receiving his B.A. in 1983 and his J.D. in 1988. He then received his M.S.L. with honors from Vermont Law School in 1992.

Mr. Braswell is admitted to the Florida Bar and the United States District Court for the Northern and Middle Districts of Florida. He is a member of the Florida Bar and the Eighth Judicial Circuit Bar Association.

His practice areas include collections, commercial and business litigation, environmental law, governmental law, administrative law, and construction.

Stan Cushman, Esq.



Stan Cushman was born in Clark County, Indiana, in 1943. He received his undergraduate degree from Florida Southern College in 1966, and his juris doctorate from Stetson University, where he was a member of Phi Delta Phi, in 1969. He is a certified circuit court mediator and the Chairman of the Justice Reform Act Committee for the United States District Court for the Northern District of Florida.

Mr. Cushman is admitted to the Florida Bar, the United States District Court for the Northern, Middle and Southern Districts of Florida including Trial Bar and United States Tax Court, and the United States Court of Appeals for the Fifth and Eleventh Circuits. He is a member of the Florida Bar, serving on the Federal Court Practice Committee from 1998 to 2000 and as Chairman of the Local Grievance Committee from 1997 to 1998. He is also a member of the American Inns of Court, the Federal Criminal Justice Act Panel, and the Federal Bar Association, serving as President of the Gainesville Area Chapter from 2000 to 2001.

Mr. Cushman specializes in commercial law, trial practice, civil law, and criminal law.

Philip A. DeLaney, Esq.

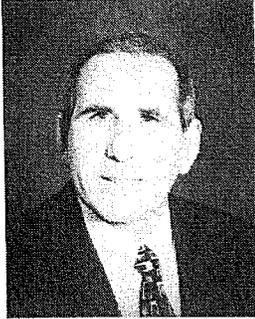


Philip A. DeLaney was born in New Orleans, Louisiana, in 1949 and raised in Gainesville, Florida. He graduated from Emory University in 1971 with highest honors and was inducted into Phi Beta Kappa. He graduated from the law school at the University of Florida in 1973 with high honors.

After law school, Mr. DeLaney entered practice with William C. Andrews specializing in real estate closings and land title cures. The firm of Andrews and DeLaney merged with Scruggs & Carmichael in 1981. In 1995, Mr. DeLaney limited his practice to real estate closings of all types and land title cures that do not require litigation.

Mr. DeLaney is a member of the Florida Bar and the Bar Association of the Eighth Judicial District, and he remains active in his community, where he serves the Matheson Historical Society, the Alachua Conservation Trust, the Harn Museum of Art, and the Florida Museum of Natural History. His practice areas include timber law, real estate, and banking.

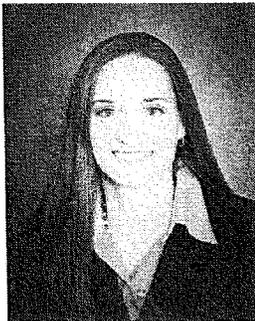
Jeffrey Dollinger, Esq., C.P.A.



Jeffrey Dollinger was born in Philadelphia in 1960. He attended the University of Florida, receiving his undergraduate degree in 1981 and his J.D. in 1986. He was a Beta Alpha Psi Member (1980-1981). He also became a Certified Public Accountant in Florida in 1982.

Mr. Dollinger is admitted to the Florida Bar, the United States District Court for the Northern, Middle, and Southern Districts of Florida, the United States Court of Appeals for the Eleventh Circuit, and the United States Tax Court. He is a member of the Federal Bar Association (President of the Gainesville Area Chapter of the F.B.A. 2001-2002), the Northern District of Florida Bankruptcy Bar Association, the Florida Land Title Association, the North Florida Association of Real Estate Attorneys, and the Eighth Judicial Circuit Bar Association. He has served as an Adjunct Professor for Real Property Transactions and Land Finance since 2001 at the University of Florida Levin College of Law, where he has also served as an Adjunct Professor for Small Firm Practice Seminar Series, for Advanced Topics in Real Property, and for Corporations. He has served as an Assistant Trustee for the United States Bankruptcy Court (1992-1995), a member of the Florida Bar Grievance Committee 8B (2002-2005), and a member of the Eighth Judicial Circuit Bench-Bar Committee (1997-2002).

Mr. Dollinger's practice areas include real property and title litigation, specializing in real property boundary and access litigation, assistance with real property development, bankruptcy creditor representation and trial practice. In 2009, he became Board Certified in Real Estate Law with the Florida Bar.



Virginia Ellen Griffis, Esq.

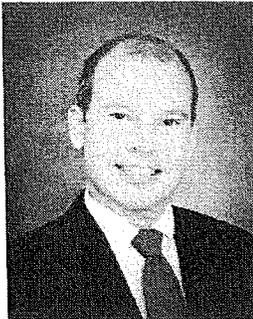
Virginia Ellen Griffis is from Macclenny, Florida, and was born in 1979. She received her A.A., *summa cum laude*, from Lake City Community College in 1998 and then attended the University of Florida, where she received her B.A., *with honors*, in 2001 and her J.D., *cum laude*, in 2004.

She is admitted to The Florida Bar and the United States District Court, Middle District of Florida.

Ms. Griffis is a member of the Eighth Judicial Circuit Bar Association (Board of Directors 2006-2008 and 2009-2010), the American Inns of Court, the North Central Florida Estate Planning Council (Board of Directors 2008-2010), the North Florida Association of Real Estate Attorneys, the American Bar Association, and the Florida Bar.

Her practice areas include estate planning, probate administration, guardianship law, trust administration, and real estate law, including real estate litigation and title cures.

Raymond Ivey, Esq.



Raymond Ivey was born in Lake Wales, Florida, in 1954. He received his B.A. in 1977 from Florida State University. He attended the University of Florida College of Law, receiving his J.D. in 1981.

Mr. Ivey is admitted to the bars in Florida and the United States District Court for the Middle and Northern Districts of Florida. He is a member of the Florida Bar and the Eighth Judicial Circuit Bar Association.

His practice areas include real property, corporate law and probate.

Kevin Jurecko, Esq.



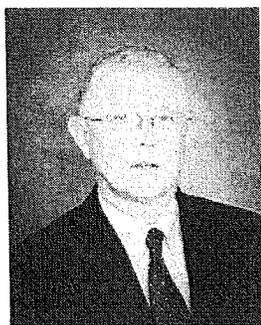
Kevin Jurecko was born in Cleveland, Ohio, in 1967. He received his B.A. from the University of Alabama in 1989, and his J.D. from Loyola University in 1992.

Mr. Jurecko is admitted to the Florida and Georgia Bars, as well as the United States District Court for the Northern and Middle Districts of Florida. He is a member of the Florida Bar, the Florida Association of Criminal Defense Lawyers,

the American Inns of Court, and the Eighth Judicial Circuit Bar Association, serving as the Chairman of the Judicial Nominating Commission in 2005.

His practice areas include family law, criminal law and commercial litigation.

Charles Littell, Esq.



Charles Littell was born in Indianapolis, Indiana, in 1944. He received his B.A. with honors from St. Mary's Seminary and University in 1967. He received his J.D. with honors in 1973 from the University of Florida, where he was Executive Editor of the University of Florida Law Review and a member of Phi Alpha Delta. Mr. Littell served in the United States Air Force from 1967 to 1971.

Mr. Littell is admitted to the Florida and Montana Bars, and he is a member of the Real Property, Probate and Trust Law Section of the Florida Bar. Mr. Littell served as an Adjunct Professor of Law at Nova University in 1975.

His practice areas include estate planning, probate and probate litigation, trusts and trust litigation, business and corporate law, business litigation and real estate.

Elizabeth Martin, Esq.



Elizabeth Martin was born in Hartford, Connecticut, in 1956. She received her undergraduate degree in 1986 from Florida Atlantic University. She attended the University of Florida College of Law, receiving her J.D. in 1997. She is admitted to the Florida Bar.

Ms. Martin is a member of the Florida Bar, the American Inns of Court, and the Eighth Judicial Circuit Bar Association, serving on the Board of Directors from 2003 to 2004.

Her practice areas are family law, civil litigation and real estate litigation.

John G. Stinson, Esq.



John G. Stinson was born in Atlantic City, New Jersey, in 1948. He graduated from the University of Delaware in 1971, and from the law school at the University of Florida in 1977 with honors. He has been a member of the firm since 1986.

Mr. Stinson is admitted to the Florida Bar and he is admitted to practice in the United State District Court for the Northern District of Florida. He is a member of the Florida Bar and Omicron Delta Kappa.

Mr. Stinson's practice areas are commercial/residential landlord-tenant law, collections, contracts/commercial disputes, general civil law, and personal injury.

Kirstin J. Stinson, Esq.



Kirstin J. Stinson was born in Oakland, California, in 1970. She received her B.S. from the University of Alabama in 1992, and her J.D. from the University of Tulsa in 1996. She was a member of Gamma Beta Phi.

Ms. Stinson is admitted to The Florida Bar (1997) and the United States District Court for the Middle (2005) and Northern (2005) Districts of Florida. She is a member of The Florida Bar, the American Inns of Court, and the Eighth Judicial Circuit Bar Association, and she formerly worked as a prosecutor with the State Attorney's Office in Gainesville, Florida.

Ms. Stinson's practice areas include commercial litigation, general civil litigation, creditors' rights, contract disputes, landlord/tenant (commercial and residential), real estate litigation, and general practice.

SCRUGGS & CARMICHAEL, P.A.

Attorneys at Law

Established in 1944

Practice Areas

Administrative Law

Jefferson Braswell

Appeals

Jefferson Braswell

Civil Litigation

Jefferson Braswell
Stan Cushman
Jeffrey Dollinger
Elizabeth Martin
John Stinson
Kirstin Stinson

Commercial Law

Jefferson Braswell
Stan Cushman
Jeffrey Dollinger
Raymond Ivey
Kevin Jurecko
Charles Littell
John Stinson
Kirstin Stinson

Construction Litigation

Jefferson Braswell

Corporate Law

Charles Littell
Jefferson Braswell

Criminal Law

Stan Cushman
Kevin Jurecko

Environmental and Land

Use

Jefferson Braswell

Estate Planning

Virginia Griffis
Charles Littell

Estate and Trust

Administration

Virginia Griffis
Charles Littell

Estate and Trust Litigation

Charles Littell

Family Law

Stan Cushman
Kevin Jurecko
Elizabeth Martin

Guardianship

Administration

Virginia Griffis

Judgment Collections

Jefferson Braswell

Land Title & Survey Cures

Philip DeLaney
Jeffrey Dollinger
Virginia Griffis
Raymond Ivey

Non-Compete, Non-Solicitation Agreements & Litigation

Stan Cushman

Personal Injury

John Stinson

Real Estate- Litigation

Virginia Griffis
Jeffrey Dollinger
Charles Littell
Elizabeth Martin
Kirstin Stinson

Real Estate- Transactional

Philip DeLaney
Raymond Ivey

Residential & Commercial

John Stinson
Kirstin Stinson

Trade Secrets Litigation

Stan Cushman

Trial Practice

Jefferson Braswell
Stan Cushman
Kevin Jurecko
Kirstin Stinson

Florida Bar Certifications

- Stan Cushman – Certified Civil Mediator
- Jeffrey R. Dollinger – Board Certified in Real Estate Law
- Kevin Jurecko – Certified Family Law Mediator

SCRUGGS & CARMICHAEL, P.A.

Attorneys at Law

Established in 1944

Current Professional References and Contact Information

- William J. Whitehurst, President
V.E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696
Phone (352) 528-2101

- Honorable William R. Slaughter, II
Suwannee County Judge (Retired)
631 Suwannee Avenue, SW
Live Oak, FL 32064
Phone (386) 362-9008

- Norm D. Fugate, Esquire
248 N.W. Main Street
P.O. Box 98
Williston, FL 32696
Phone (352) 528-0019

List of Cases where Scruggs & Carmichael, P.A.
 Represented an Adverse Party to the
 City of Gainesville

1-20-2010	City of Gainesville Code Enforcement / Razvi, LLC	Commercial Bldg Code Violation
1-26-2010	City of Gainesville Code Enforcement / Breville	Code Enforcement matters
2/5/2010	City of Gainesville / Shanon	Civil
2-16-2010	City of Gainesville / Biotork, LLC	Civil
3-2-2010	City of Gainesville / Pagidipati	Civil
3-25-2010	City of Gainesville / Housing Corp.	Landlord-Tenant
7-20-2011	City of Gainesville / World of Beer Franchising, Inc.	Civil
8-8-2011	City of Gainesville / Chick	Civil
8-17-2011	City of Gainesville / KRJ, DDS	RECLS
10-27-2011	City of Gainesville Code Enforcement / First American Title Insurance Agency	Title Insurance Claim
12-9-2011	City of Gainesville / NHDC	RECLS
6-14-2012	City of Gainesville / Barkley	Landlord-Tenant
12-5-2012	Cade Museum Foundation Inc. / City of Gainesville	RECK
1-4-2013	Mathias / City of Gainesville	RECL
1-15-2013	City of Gainesville / McDonald	Civil
8-7-2013	City of Gainesville / Saul Silber Properties, LLC	Civil
9-5-2013	City of Gainesville Code Enforcement / Chin	Civil
9-11-2013	Mathia / City of Gainesville	RECL
9-11-2013	Theoktisto / City of Gainesville	RECL
4-2-15	Watson Const/City of G'ville	Civil

CITY OF GAINESVILLE

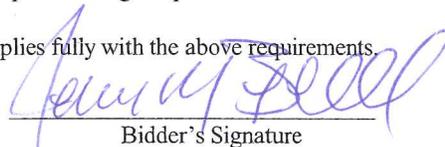
DRUG FREE WORKPLACE FORM

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

Scruggs & Carmichael, P.A. 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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State 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

July 23, 2015

Date



CITY OF GAINESVILLE

BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

TAX YEAR BEGINS OCTOBER 1, 2014
AND ENDS SEPTEMBER 30, 2015

Please display in your
place of business

btmail@cityofgainesville.org

BUSINESS TAX NO.
19589

BUSINESS NAME AND MAILING ADDRESS



SCRUGGS & CARMICHAEL, P.A.

1 SE 1ST AVENUE
GAINESVILLE, FL 32601

BUSINESS LOCATION

1 SE 1ST AVE

BUSINESS PHONE

352-376-5242

BUSINESS E-MAIL

poirier@scruggs-carmichael.com

Thank you for paying your business taxes for the period October 1, 2014 – September 30, 2015.

CATEGORY	DESCRIPTION	TAX FEE
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1900	ATTORNEY/LAWYER	\$525.00
8955	EXEMPT - ENTERPRISE ZONE (CREDIT .50%)	(\$262.50)
8958	ENTERPRISE ZONE	\$0.00
TOTAL ASSIGNED:		\$262.50
TOTAL PAID:		\$262.50
AMOUNT DUE:		\$0.00

APPROVED MB/FINANCE DIRECTOR



C23DDFF3110D4C3B5A85D1A7FD85A643

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email

btmail@cityofgainesville.org

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO

btmail@cityofgainesville.org

OR TO WEB SITE

<http://eservices.cityofgainesville.org>

CITY OF GAINESVILLE

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential contractor for a major third-party contract), Scruggs & Carmichael, P.A. certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant (potentially third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), Scruggs & Carmichael, P.A., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.

[Handwritten Signature]
Signature and Title of Authorized Official

CITY OF GAINESVILLE

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: [Signature]

Firm Name: Scruggs & Carmichael, P.A.

Subscribed and sworn to before me this 23rd day of July 20 15

[Signature]
Notary Public

My Commission expires March 13, 20 16.

Proposer's E.I. Number: _____
(Number used on Employer's Quarterly Federal tax return)

