


SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- ☒ Form 8B: Acknowledgement and Pricing Proposal
- ☒ Form 8C: Drug Free/Tie Preference Statement
- ☒ Form 8D: Public Entity Crimes Statement
- ☒ Form 8E: Anti-Collusion Statement
- ☒ Form 8F: Statement of Vendor Qualifications
- ☒ Form 8G: Professional References for Previous Experience
- ☒ Form 8H: Listing of Subcontractors
- ☒ Form 8I: Required Project Milestones
- ☒ Form 8J: Bid Bond *(if required)*
- ☒ Form 8K: Bid Tab
- ☒ Standard Agreement
- ☒ Attachment: Bid Proposal
- ☒ Copy of License(s)
- ☒ Insurance Certificate
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY: Masci General Contractor, Inc.

Name of Business



Authorized Signature

Leticia M. Ferreira, Vice President

Printed Name and Title

06-01-23

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal

PROJECT IDENTIFICATION: **Reed Canal Pump Installation**

BID IDENTIFICATION AND NUMBER: **BID NO. 23-B-013**

THIS BID IS SUBMITTED TO: **CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: Masci General Contractor, Inc.

Mailing Address: 5752

Street Address: S. Ridgewood Avenue

City/State/Zip: Port Orange, FL 32127

Phone Number: (386) 322-4500 FAX Number: (386) 322-4600

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 05/17/23 Addendum Number: _____ Date: _____
Addendum Number: 2 Date: 05/22/23 Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-013, Reed Canal Pump Installation," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The LUMP SUM bid total is:

Five Hundred Eighty- Three Thousand, Seven Hundred Dollars Dollars
(In Words)

(In Figures) \$ 583,700.00

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 1st day of June, 20 23.

Masci General Contractor, Inc.

(Name of Bidding Firm)

[Signature]
(Signature of person signing form)

Leticia M. Ferreira, Vice President

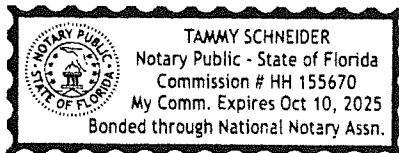
(Printed name and Title of person signing form)

STATE OF Florida

COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or _____ online notarization, this 1st day of June, 2023.

he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 10/10/25

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8C:
Drug-Free Preference Statement**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

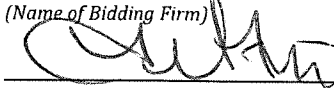
In order to have a drug-free workplace program, a business shall:

- (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 or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Masci General Contractor, Inc.

(Name of Bidding Firm)



(Signature of person signing form)

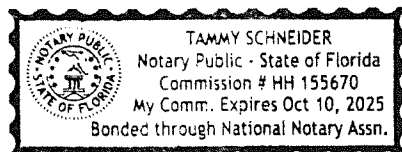
Leticia M. Ferreira, Vice President

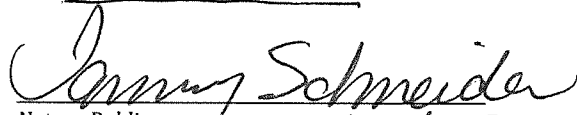
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STATE OF Florida

COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2023, he/she is personally known to me or has presented as identification.




Notary Public
My Commission Expires: 10/10/25

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8D:
Public Entity Crimes Statement

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal or Contract No. BID NO. 23-B-013 for City of South Daytona. This sworn statement is submitted by Masci General Contractor, Inc. whose business address is 5752 S. Ridgewood Avenue, Port Orange, FL 32127 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2045800. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Leticia M. Ferreira and my relationship to the entity named above is Vice President.
(relationship such as sole proprietor, partner, president, vice president)

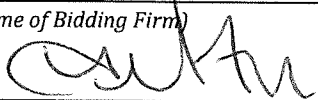
- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Masci General Contractor, Inc.

(Name of Bidding Firm)



(Signature of person signing form)

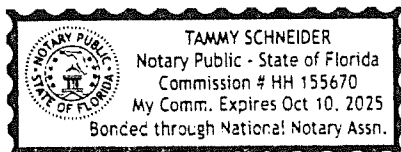
Leticia M. Ferreira, Vice President

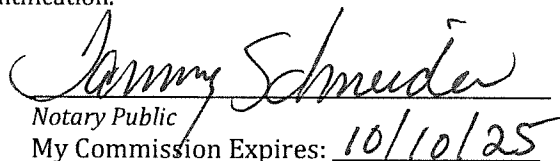
(Printed name and Title of person signing form)

STATE OF Florida

COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2023, he/she is personally known to me or has presented _____ as identification.




Notary Public
My Commission Expires: 10/10/25

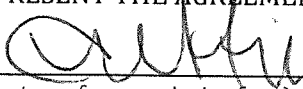
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8E:
Anti-Collusion Statement**

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.


(Signature of person signing form)

Leticia M. Ferreira, Vice President
(Printed name and Title of person signing form)

Name of Bidder: Masci General Contractor, Inc.

Address: 5752 S. Ridgewood Avenue

City/State/Zip: Port Orange, FL 32127

Phone Number: (386) 322-4500 FAX Number: (386) 322-4600

FEIN Number: 20-2045800

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8F:
Statement of Vendor Qualifications

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor. - Masci General Contractor, Inc.
- (2) Permanent main office address. - 5752 S. Ridgewood Avenue, Port Orange, FL 32127
- (3) Date organized. - 2004
- (4) If a corporation, where incorporated. - Florida
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? - 19 years
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) - Upon Award
- (7) General character of work performed by your company. - Asphalt and Utility
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? - No
- (9) Have you ever defaulted on a contract? If so, where and why? - No
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. - List Attached
- (11) List your major equipment currently owned or leased. - Equipment List Attached
- (12) Experience in work similar to this type of project. - List Attached
- (13) Background and experience of the principal members of your organization, including the officers. - Upon Award
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Masci General Contractor, Inc.

(Name of Bidding Firm)

(Signature of person signing form)

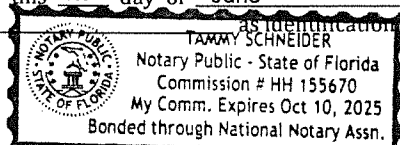
Leticia M. Ferreira, Vice President

(Printed name and Title of person signing form)

STATE OF Florida

COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2023, he/she is personally known to me or has presented



(Signature of Notary Public)

My Commission Expires: 10/10/25

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Year	Make/Model

2002	Mack RD688S
2006	Mack CV713
2002	International 2554 - Yellow
1998	Mack RD688S
2010	Mack GU713
2009	Mack GU713
2010	Mack GU713
2007	Mack CV713
2009	Mack GU713 - Black
2009	Mack GU713 - Orange
2009	Mack GU713 - Orange
2001	Mack CL713 - White
2001	International 2574 - White
2000	Mack RD690S - White
2010	Mack GU713 - Orange
2005	Mack CV713 - White
2004	Mack CV713 - White/Red
2007	Mack CTP713 - White
2007	Mack CTP713 - White
2009	Mack GU713 - Blue
2009	Mack GU713 - Blue
2009	Mack GU713 - Blue
2009	Mack GU713 - Blue
2016	Mack CU713 - White
2010	Kenworth T800 - White
2015	Kenworth T800
2011	Mack GU713 - White/Red Body
2011	Mack GU713 - White/Red Body
2003	Freightliner 10 yd Dump Truck - White

2005	Mack CH613
2006	Mack CH613
2010	Mack CH613
2009	Mack GU713
2009	Mack GU713
2015	MACK - CXU613
2015	MACK - CXU613
2015	Peterbilt 389

2006	Freightliner M2-106
2015	Dodge Ram 5500
2009	GMC C-5500 (BLUE)
2016	Dodge Ram 4500
2004	Freightliner FL-70
2007	International 4300
2016	Isuzu NQR Service Truck - RED
2011	RAM 5500 SLT - White
2015	Freightliner M2-106

1992	Ford Water Truck F700
1995	International 4700
1999	International 4700
1981	White GMC (PINK) (WHITE ROAD EXPEDITOR)
2001	Isuzu COE Water Truck
2015	Freightliner m2 106 medium duty

2000	Int'l. Flatbed 4700
2010	Isuzu Flatbed NPR
1998	International 4900
2005	GMC W4500
1994	Ford F-700 Flat Bed
	Case 30Ton Off Road 330B
1970	Mack Dump
2018	Isuzu Flatbed NPR

2008	Chevy Silverado 1500 - Black
2006	Chevy C-1500 - Blue
2007	Honda Pilot
2011	Toyota Tundra
2012	Toyota Tundra
2012	Toyota Tundra

2008	Dodge Ram 2500HD
2014	Chevy Silverado 1500
2018	Toyota Tundra 4x2 - White
2017	Toyota Tundra- White
2019	Toyota Tundra - White
2019	Toyota Tundra
2016	Nissan Titan XD
2019	Toyota Tundra

2005	Case 580M
2006	John Deere 310G
2006	Case 580SM
2010	Caterpillar 420E
2013	Caterpillar 420 FIT

1998	Komatsu D31P
2013	Caterpillar D5K
2009	John Deere 650J
2016	John Deere 700K
2013	Komatsu D65WX-17

1987	Komatsu PC 200
2006	Kobelco SK135SRLC
2006	Kobelco SK135SRLC
2006	Hyundai ROBEX360LC-7
2007	Komatsu PC50-MR2
2007	Hyundai ROBEX450LC-7A
2007	Hyundai ROBEX450LC-7A
2008	Hyundai ROBEX210LC-7A
2009	Hitachi ZX135HYD
2010	Komatsu PC308USLC-3
2010	Komatsu PC308MSLC
2012	Caterpillar 304ECR
2012	Caterpillar M318D
2008	Komatsu PC308USLC-8
2006	Komatsu PC50MR-2
2017	Kubota KX057-4R1A w/ Angle Blade
2017	Kubota KX040-4R1T w/ 6 way Blade
2019	Kubota KX057-4R1A Excavator
2017	Hyundai 220LC-9A Hydraulic Excavator
2011	Hyundia Robex 480LC-9 Track
2005	Kobelco SK250
2013	John Deere 350G LC Hydraulic
2019	John Deere 135G FT
2016	Komatsu PC490LC-11
2017	Komatsu PC360LC-11

2006	John Deere 444J
2006	John Deere 444J
2006	John Deere 544J
2006	John Deere 544J

2006	Hyundai HL757-7
2007	John Deere 544J
2008	Hyundai HL740-7A
2013	Caterpillar 924K
2013	Caterpillar 924K
2013	Caterpillar 924K
1012	John Deere 544K
2011	John Deere 544K
2017	John Deere 544KII
2016	Caterpillar 972M Wheel Loader
2017	Case 621F Rubber Tired
2017	Case 521F Rubber Tired
	Hyundai HL 970
	Takeichi TL8R2 Track Loader

2006	Lay Mor 6HC
2006	New Holland TN-55
2008	Lay Mor 8HC
2008	Lay Mor 8HC
2010	Lay Mor 8HC
2007	Challenger MT285B
2012	Kubota MX5100
2012	Kubota MX5100
2016	Lay Mor Sweepster SM300
2014	John Deere 5055E Broom Tractor
2008	Rosco 4820 Broom
2015	Rosco Sweep Pro 4930
2019	Kubota MX5200HST Tractor
2013	Lay Mor SM300
2013	Lay Mor 8HC
2013	Lay Mor 8HC
2018	FRHT M2 W/ JOHNSTON ES351

1998	Bomag BW-142-D2
2000	Bomag BW-80-AD2
2004	Caterpillar CB-224E
2005	Bomag BW-120-AD4
2007	Ingersoll Rand SD70D
2007	Ingersoll Rand SD450-TF
2007	Bomag BW-211-D3
2008	Bomag BW-145-DH3
*	Leeboy 420

2011	Leeboy/Rosco 915
2008	Caterpillar CB-434D
2013	Caterpillar CB-534D
2010	Caterpillar CB-434D
1999	Dynapac CS141
	Ingram AS315
	Ingram
2014	Leeboy/Rosco 915
1984	Hyster C340B Tandem
1993	Hypac / Hyster C530A Roller
2012	Hamm HD140VO Asphalt Roller
2011	Rosco Trupac 915 Pneumatic Roller
2019	Caterpillar CB-13-01
2014	Sakai SW850II Asphalt Roller
2014	Sakai SW850II Asphalt Roller
2015	Hamm H7i
	HYUNDAI HR30T-R

2013	Caterpillar 262
2011	Caterpillar 279C
2013	Caterpillar 289C2
2017	Case SV185
2013	Takeuchi TL 230
2016	Takeuchi TL8RW
2019	Caterpillar 246D Skid Steer
2017	Kubota SVL95-2 Rubber Tracked Skid Steer
2019	Caterpillar 246D
2020	John Deere 333G
2014	Cat 236D skid steer loader
2020	Takeuchi TL8R20-R

1998	Roadtec SB2500 Shuttle Buggy
2009	Roadtec Paver 190
2009	Leeboy Paver 8510
2015	Wirtgen W210i Milling Machine
2014	Hamm HD120VO
2014	Roadtec Paver 190E
	Blaw-Knox RW-100 Road Widener
2014	International Leeboy MAXIII
2017	Wirtgen W200i Milling Machine
2017	Vogele 2003-3i (6x4) Paver
2004	Roadtec SB2500C Shuttle Buggy
2019	Kenworth Tack Truck w/Etnyre Centennial Tank

2015	Caterpillar AP-1000F Asphalt Paver
2004	Roadtec SB2500C Shuttle Buggy
2014	CAT Weiler E1250A Shuttle Buggy
2019	Kenworth Tack Truck w/Etnyre Centennial
2015	Wirtgen W210i Milling Machine

1989	Gallion Grader A 556
	Leeboy Grader 685B
2013	Caterpillar 12M
2015	Case 865B

1995	Homemade
1998	Modular
1994	Wabash Flatbed Trailer
2006	Lark Storage Trailer
2006	Lark Storage Trailer
2007	Montone Dump
2001	Challenger Trailer / Low Boy RG-50
2007	Witzco Challenger / RN35
2009	VMA/Pace/Cargo
2009	EASD Red Tilt Trailer ET20-14
2012	Haulmark Utility
2013	Big T Black / Trailer
2013	Freedom Trailer
2013	Bendron/Titan Cargo
	Mobile 60x12 Office Trailer
	Mobile 32x8 Office Trailer
2013	Econoline Trailer
2015	Eager Beaver / Low Boy 50-60 Tn
2017	Neville Dump Trailer
2015	FVCG/Cargo Trailer
1997	Dorsey Dump Trailer (Aluminum)
2005	SSP - Dewatering Trailer
2003	ASPT Dewatering Trailer
2017	Anvil Trailer AT7X12TA2 (7x12)
2012	Homemade
2011	Leeboy Trailer
2017	COTC Trailer
2006	Big T Trailer
2018	Witzco Challenger Low Boy Trailer
2017	7x16 Diamond Cargo Trailer
2018	Black Sure-Trac 7 x 16 Trailer
2019	Anvil Trailer AT7X12TA2 (7x12)
2019	Covered TA Gold series white (7x12)

2019	Down to Earth DTE58G29 8' black
2019	Anderson Trailer 6x14
2019	Down to Earth DTE58G29 8' black
2020	Anderson Trailer
1984	Etnyre LWR/ tr6
2006	DETA
2021	PDQ UT6X12TA BLACK 12FT

1998	Multi Max Motar
2001	Bomag MPH 100 R
2006	Gomaco GT3600 G21
2016	John Deere Mower Z540M-48A
1989	Caterpillar R80 Rough Terrain Forklift
2014	Terex I-110 Impact Crusher
2014	Terex-Finlay 684 Screener
2017	Buffalo Turbine EFI Cyclone KB5
2007	Genie Z80 Manlift
2014	Caterpillar Asphalt Compactor 44B
2019	Caterpillar Asphalt Compactor
2002	Caterpillar RM-250C
2008	Snorkel TB120 Boom Man Lift

References attached

BID FORM 8G:
Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

<i>Company Name:</i>	
<i>City, State:</i>	
<i>Contact Person:</i>	
<i>Telephone Number:</i>	
<i>Email Address:</i>	
<i>Description of Goods or Services provided:</i>	
<i>Contract Amount:</i>	
<i>Start/End Date of Contract:</i>	

Reference 2:

<i>Company Name:</i>	
<i>City, State:</i>	
<i>Contact Person:</i>	
<i>Telephone Number:</i>	
<i>Email Address:</i>	
<i>Description of Goods or Services provided:</i>	
<i>Contract Amount:</i>	
<i>Start/End Date of Contract:</i>	

Reference 3:

<i>Company Name:</i>	
<i>City, State:</i>	
<i>Contact Person:</i>	
<i>Telephone Number:</i>	
<i>Email Address:</i>	
<i>Description of Goods or Services provided:</i>	
<i>Contract Amount:</i>	
<i>Start/End Date of Contract:</i>	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

COMPLETED CONTRACTS AND REFERENCES					
CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	PROJECT CONTACT	SCOPE
\$6,972,041.30	T5727 SR 5 (US-1) Resurfacing	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$4,983,178.60	T5680 - SR 436 & CR 427 Intersection Improvements	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$4,717,307.95	Volusia County Resurfacing 2021	2022	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Milling & Paving
\$2,602,989.34	Port Orange Resurfacing 2020-2022	2022	Volusia County	City of Port Orange - 1000 City Center Circle, Port Orange, FL 32129	Milling & Paving
\$2,278,249.24	Palm Coast Street Resurfacing 2021	2022	Flagler County	City of Palm Coast - 160 Lake Avenue, Palm Coast, FL 32164	Milling & Paving
\$816,702.75	Edgewater Resurfacing 2021	2022	Volusia County	City of Edgewater - 104 N. Riverside Dr, Edgewater FL 32132	Milling & Paving
\$662,964.05	Ormond Beach - 2022 Resurfacing	2022	Volusia County	City of Ormond Beach - 22 South Beach St, Ormond Beach, FL 32174	Milling & Paving
\$7,501,367.18	E51A9 - SR 519 From Barnes to SR 520	2022	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling, Paving & Drainage Improvements
\$13,106,590.67	Howland Blvd. Deltona, Widening	2022	Volusia County	Howland Boulevard, Deltona, FL	Road Widening & Drainage Improvements
\$17,848,966.12	T5642 - SR46 Seminole County	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 399,844.00	City of Ormond Beach Roadway Resurfacing	2022	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Resurfacing

\$ 165,989.45	City of Titusville Neighborhood Services Department	2021	Brevard County	Kevin Cook, City of Titusville, 555 S. Washington Ave., Titusville, FL. (386) 567-3845	Minor Repairs
\$ 1,556,034.12	City of Titusville Annual Resurfacing - Public Works	2021	Brevard County	William Larese, 555 S. Washington Ave., Titusville, FL. (321) 567-3682	Resurfacing
\$ 237,197.28	City of Lake Mary Citywide Milling & Paving	2021	Seminole County	Kevin Smith, City of Lake Mary, 911 Wallace Ct. Lake Mary, FL.	Milling & Paving
\$ 345,460.13	City of Ormond Beach Roadway Repaving	2021	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Repaving
\$ 2,319,234.97	City of Palm Coast Street Resurfacing	2021	Flagler County	Tyler Gibson, City of Palm Coast, 160 Lake Ave Palm Coast, FL. (386) 986-3730	Resurfacing
\$ 5,811,030.74	T5681 -SR 400 (I-4) Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$12,045,287.37	Riverwalk Phase III	2021	Seminole County	City of Sanford, 300 N. Park Ave. Sanford, FL. 32771, Bilal Iftikhar, (407) 688-5012	Trail Construction
\$ 1,331,946.72	Fort Florida Rd	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Road Construction
\$ 4,976,836.09	T5680 Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 4,878,954.76	Williamson Blvd Widening	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL.	Road Expansion

\$ 4,979,528.50	Design Build	2020	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL.	Design Build
\$ 1,514,579.45	S. Park Ave Stormwater	2020	Seminole County	City of Sanford, 300 N. Park Ave. Sanford, FL. 32771, Bilal Iftikhar, (407) 688-5012	Stormwater Improvements
\$ 2,204,501.12	TS670, SRA1A & SR520	2020	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 4,991,772.04	TS660 - US 1 @ SR 44	2020	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$28,838,467.02	TS636 - I-95 - Palm Coast Pkwy to Flagler/St Johns County Line	2020	Flagler/St Johns County	FDOT - District 5 - Ronald Meade (386) 740-3401 Ron.Meade@dot.state.fl.us	Road Construction
\$ 7,136,709.34	TS625 SR 414 - Maitland Blvd	2020	Orange County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 1,490,648.98	ESZ02- US 192 Turn Lanes	2019	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Turn Lane Construction
\$11,167,209.24	Iselsboro Subdivision Stormwater Improvements	2019	Volusia County	City of New Smyrna Beach, Kyle Fegley, (386) 410-2811	Stormwater Improvements
\$ 1,910,436.65	TS623 - SR 406	2019	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 3,502,651.17	North Mala Compra Basin Drainage	2019	Flagler County	Tyler Gibson, City of Palm Coast, 160 Lake Ave Palm Coast, FL. (386) 986-3730	Drainage Improvements
\$ 4,747,313.60	SR 408 Milling & Resurfacing	2019	Orange County	Central Florida Expressway Authority - Andrew Bailey, P.E.	Resurfacing
\$ 1,769,310.98	TS619 SR 5 (US 1) @ Reed Canal & Big Tree	2019	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 53,327.90	Hopkins Ave Repair Patch	2019	Brevard County	Kevin Cook, City of Titusville, 555 S. Washington Ave., Titusville, FL. (386) 567-3845	Minor Repairs

\$ 1,237,008.73	Hopkins Ave RRR Improvements	2019	Brevard County	Kevin Cook, City of Titusville, 555 S. Washington Ave., Titusville, FL. (386) 567-3845	Road Construction
\$ 489,567.45	Lift Stations 3 & 34	2018	Volusia County	City of New Smyrna Beach, Kyle Fegley, (386) 410-2811	Lift Stations
\$ 911,050.05	Desoto Park SW	2018	Brevard County	City of Satellite Beach, 565 Cassia Blvd, Satellite Beach, FL	Road Construction
\$ 487,209.00	City of Ormond Beach 2018 Resurfacing	2018	Volusia County	City of Ormond Beach, Mike Dunn, (386) 676-3269 Dunmm@ormondbeach.org	Road Resurfacing
\$ 975,088.45	Stone Street Streetscape	2018	Brevard County	City of Cocoa	Street Scraping
\$ 345,317.10	ESU40 - Various County Roads Paving	2018	Seminole & Orange	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Paving
\$ 483,218.60	ESU52 - SR 50 Outfall Drainage	2018	Orange County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Drainage Improvements
\$12,348,616.00	T5506, SR 600 (John Young Parkway), Kissimmee	2018	Osceola County	FDOT - District 5 - John E. Tyler, P.E., 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 1,833,753.12	T5546 Eau Gallie Blvd	2018	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 5,373,132.25	T5576 SR 434	2018	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 23,900.00	Crossliffe Church - Oviedo	2018	Seminole County	Crossliffe Church - Barry Edwards 45 W Broadway St., Oviedo, FL (407) 365-3484	Parking Lot Paving
\$ 2,282,739.32	ESY60 - SR 5 (US 1)	2018	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 287,189.33	Annual Road Resurfacing	2018	Brevard County	City of Titusville, Jesus Viera 555 S. Washington Ave, Titusville, FL	Resurfacing

\$ 1,861,785.13	Spring to Spring Trail, Phase VII-B	2018	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL 32720	Trail Construction
\$ 3,288,933.93	T5578, Orange Ave, Orlando	2018	Orange County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 5,357,590.18	T5554, SR A1A, Brevard	2017	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 1,569,373.88	WWTP #2 Driveway and Utility	2017	Lake County	City of Mount Dora, 510 N Baker St., Mount Dora, FL.	Treatment Plant
\$ 1,833,753.12	SR 434 at Florida Central Parkway	2017	Seminole County	Seminole County Board of County Commissioners, 1301 E. 2nd St. Sanford, FL 32771	Road Construction
\$ 1,219,508.60	City of Titusville Annual Road Resurfacing	2017	Brevard County	City of Titusville, Jesus Viera, 555 S. Washington Ave. Titusville, FL	Resurfacing
\$ 1,841,073.64	Oxford Road Complete	2017	Seminole County	City of Casselberry, 95 Triplet Lake Drive, Casselberry, FL.	Road Construction
\$ 1,085,603.74	T5553, SR 40, Ocala	2017	Marion County	Steven Fisher, FDOT - Ocala Operations	Road Construction
\$ 95,405.00	Emergency Sewer Repair -	2017	Volusia County	Randy Coslow, City of Edgewater, (386) 424-2400	Sewer Repair
\$ 66,830.00	Hampton Inn & Suites, Parking Lot, West Melbourne	2017	Brevard County	Kevin Hartman, Advantage Concrete hartman78@mac.com	Parking Lot Paving
\$ 8,940,783.56	Central Beach Phase III Flood Mitigation Improvements	2016	Volusia County	City of New Smyrna Beach, Kyle Fegley, (386) 410-2811	Mitigation Improvements
\$ 2,178,372.00	Ft. Smith Blvd. Deltona, Section 4B	2016	Volusia County	City of Deltona	Road Construction
\$11,252,308.00	Howland Blvd. Deltona, Widening	2016	Volusia County	Wayne Jackson - Volusia Co. 386-736-5967 x12468	Road Expansion
\$ 501,311.00	Turnbull Bay Bridge Utilities	2016	Volusia County	City of New Smyrna Beach, Kyle Fegley, (386) 410-2811	Bridge Construction

\$ 1,837,115.00	T5545, SR 40, Ocala	2016	Marion County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 860,550.00	T5541, SR 406 Garden St., Titusville	2016	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 1,019,727.00	Roosevelt Ave. - Satellite Beach	2016	Brevard County	City of Satellite Beach, 565 Cassia Blvd, Satellite Beach, FL	Road Construction
\$ 1,124,704.00	ESW88, SR 426 (Aloma Ave), Winter Park	2016	Orange County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 2,901,022.00	Atlantic Ave Sidewalk - Ponce Inlet	2016	Volusia County	Jim Price, Volusia County Inspector, 386-561-8666 jprice@co.volusia.fl.us	Sidewalk Construction
\$ 1,934,019.00	T5515 SR 3 - Melbourne	2015	Brevard County	FDOT District 5 Design, Tyler Jeffrey Malmborg, P.E. 719 S. Woodland Blvd., Deland 32720	Road Construction
\$ 1,358,311.00	Pioneer Trail Curve Realignment - New Smyrna Beach	2015	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468	Realignment
\$ 1,032,003.00	Rinehart Road Trail	2015	Seminole County	Seminole County Government 100 E 1ST Street Sanford, FL 32771	Trail Construction
\$ 228,038.73	City of Lake Mary Community Center	2015	Seminole County	City of Lake Mary, Bruce Paster, bpaster@lakemaryfl.com	Paving
\$ 1,958,988.00	East Central Regional Rail Trail - New Smyrna	2015	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468	Trail Construction
\$ 708,287.50	Ormond Beach - 2015 Road Resurfacing	2015	Volusia County	Alex Blake, City of Ormond Beach, 22 South Beach St, Ormond Beach FL alex.blake@ormondbeach.org	Resurfacing

\$ 302,522.00	City of Holly Hill - 2015 Road Resurfacing	2015	Volusia County	City of Holly Hill, Walt Smyser, 453 LPGA Blvd, Holly Hill, FL 32117 (386) 248-9463 wsmyser@hollyhillfl.org	Resurfacing
\$ 162,501.91	LPGA to Flomich - Holly Hill, FL.	2015	Volusia County	City of Holly Hill, 1065 Ridgewood, Holly Hill, FL 32117	Resurfacing
\$ 627,275.00	FDOT #E5T69 - E5T69 Paved Shoulders	2015	Brevard County	Andrew McAlister - FDOT Brevard Operations - 321.634.6105	Road Construction
\$ 1,276,877.00	Daytona Beach Int'l Airport	2015	Volusia County	Wayne Jackson - Volusia Co. wackson@volusia.org 386-736-5967 x12468	Taxiway Paving
\$ 213,474.59	Herbert St. @ Clyde Morris - Port Orange	2015	Volusia County	City of Port Orange - Margaret Momberger - 386-506-5661	Road Construction
\$ 3,786,450.63	FDOT #T2524, SR 212 - Beach Boulevard Jacksonville FL	2015	Duval County	FDOT - District 2 - Andre Sutherland, P.E. 6983 103rd Street, Unit 5, Jacksonville, FL 904.389.6311 ext. 3408	Road Construction
\$ 1,288,948.20	Seminole Wekiva Trail Phase 4 - Altamonte Springs FL	2015	Seminole County	Seminole County - David W. Martin, P.E., 100 E 1ST Street Sanford, FL 32771 Office: 407-665-5610	Trail Construction
\$ 484,484.50	Ridgewood WaterMain - Port Orange	2014	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port- orange.org	Watermain Improvements
\$ 6,272,770.77	Fairbanks Avenue Roadway & Waste Water System Improvements - Orlando	2014	Orange County	City of Winter Park, David Zusi, dzusi@cityofwinterpark.org	Road & Water Improvements

\$ 1,793,761.07	Pedestrian Trail - New Symrna Beach	2014	Volusia County	Kyle Fegley City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361	Trail Construction
\$ 889,428.19	Bradshaw Rd Roadway & Drainage Improvements - Apopka FL	2014	Orange County	City of Apopka Ken Gatton 407703-1731 kgatton@apopka.net	Road Construction
\$ 695,965.52	SR 46 Intersection Improvements - Sanford	2014	Seminole County	Seminole County - Michael Enot 100 E 1ST Street Sanford, FL	Road Construction
\$ 1,285,012.08	7th Ave Stormwater Improvements - Mt Dora	2014	Lake County	Mount Dora - Paul Lahr (352) 735-7155 LahrP@ci.mount-dora.fl.us	Stormwater Improvements
\$ 1,951,572.20	SR16 Design Build	2014	St Johns County	ST. Johns County BOCC 2466 Dobbbs Road St. Augustine, FL. 32086 (904) 209-0150 James Overton joverton@sjcfl.us	Design Build
\$ 5,276,057.15	Tymler Creek Rd Widening - Daytona Beach, FL	2014	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468	Road Expansion
\$ 4,410,964.73	Saxon Blvd Road Construction - Deltona	2014	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468	Road Construction
\$ 1,905,599.27	Normandy Blvd. Section "B" - Deltona	2014	Volusia County	City of Deltona - Gerald Chancellor gchancellor@deltonafl.com	Road Construction
\$ 514,407.78	North Park Subdivision Watermain Improvements - Winter Park, FL	2014	Orange County	City of Winter Park, Lena Petersen, lpetersen@cityofwinterpark.org	Road Construction
\$ 627,291.94	Mantazas Woods Parkway Sidewalk - Palm Coast, FL	2014	Flagler County	Flagler County Engineering, Travis Terpstra, terpstra@flaglercounty.org	Sidewalk Construction

\$ 292,592.00	Lake Sumter Resurfacing	2014	Lake / Sumter County	Karen Madrid - FDOT Leesburg Operations - 352.326.7736	Resurfacing
\$ 2,341,949.00	Water System Improvements @ US 1 & Riverside Drive - Holly Hill, FL	2014	Volusia County	City of Holly Hill, Mark Juliano, mjuliano@hollyhillfl.org	Water System Improvements
\$ 207,758.79	ESR80 Add Left Turn Lane at Lynnhurst	2013		FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Turn Lane
\$ 1,286,550.00	North Brevard Senior Center, Stormwater Pond, Trails & Gazebo	2013	Brevard County	Brevard County BOCC, 2725 Judge Fran Jamieson Way, Viera, FL 32940	Stormwater Pond, Trails & Gazebo
\$ 1,576,743.60	SR 5054 (Sarno Rd) FDOT # T5439, Melbourne FL	2013	Brevard County	Kim Navarro - FDOT Brevard Ops	Road Construction
\$ 1,942,497.47	West Cocoa Service Area 2, Phase I, Lake Dr. Drainage Improvements	2013	Brevard County	Brevard County Public Works Department	Road Construction
\$ 595,490.01	Spain Outfalls	2013	Brevard County	Brevard County Public Works Department	Road Construction
\$ 1,255,230.80	Cassia Basin Stormwater Improvements Phase 3	2013	Brevard County	City of Satellite Beach	Stormwater Improvements
\$ 490,683.00	Seminole Lift Station Improvements	2013	Brevard County	City of Titusville, Jesus Viera	Lift Station Improvements
\$ 315,564.00	S-06 Lift Station Improvements	2013	Brevard County	Brevard County Public Works	Lift Station
\$ 2,631,316.00	Osceola Parkway Ph 11 Utility Relocates and Improvements	2013	Osceola County	Edwin Mathis Toho Water Authority	Utility Improvements
\$ 6,433,603.70	Airport Road Force Main - Ormond Beach	2013	Volusia County	Mike Dunn City of Ormond Beach 386-676-3269 Dunnm@ormondbeach.org	Force Main Improvements
\$ 562,391.54	SR 40 Washington St. to end of Granada	2013	Volusia County	FDOT District 5, 605 Suwannee St. Tallahassee, FL	Road Construction

\$ 2,184,639.56	Eastern WWTP-11th Ave Deltona	2013	Volusia County	City of Deltona - Gerald Chancellor	Waste Water Treatment Plant
\$ 1,107,192.50	SR 5 US 1	2013	Volusia County	FDOT District 5, 605 Suwannee St. Tallahassee, FL	Road Construction
\$ 196,795.32	Flagler Ave. Resurfacing - New Symrna Beach	2013	Volusia County	Kyle Fegley, City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361	Resurfacing
\$ 1,823,479.25	SR 15/600(US 17-92	2013	Orange/Seminole County	Yvonne - City of Maitland	Road Construction
\$ 2,914,405.70	Dunlawton Ave. Drainage Improv. & Halifax Canal Reclaimed Water Aug.	2012	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port- orange.org	Drainage Improvements
\$ 1,433,321.98	SR 507 @ Inter. SR514 Contract T5345	2012		FDOT District 5, 605 Suwannee St. Tallahassee, FL	Road Construction
\$ 369,042.00	SR 19 Palatka, FL	2012	Putnam County	Karle Maye - CSI Geo Inc. kmaye@csi-geo.com	Road Construction
\$ 87,938.20	Asphalt Paving for S. Bermuda WRF, 1616 S. Bermuda Ave, Kissimmee, FL	2012	Osceola County	Toho Water Authority - Adatha Lundsden (407) 944-5181	Paving
\$ 242,808.50	Big Tree & Magnolia Ave South Daytona FL	2012	Volusia County	Les Gillis City of South Daytona, 1770 Segrave St, S. Daytona 386- 322-3080 lgillis@southdaytona.org	Road Construction
\$ 59,976.28	Willow Run Blvd @ Clyde Morris Blvd - Daytona Beach	2012	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port- orange.org	Road Construction
\$ 129,391.86	Dunlawton @ Village Trail - City of Port Orange	2012	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port- orange.org	Paving

\$ 284,669.40	South Orange St. Drainage - New Symrna Beach	2012	Volusia County	Kyle Fegley City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361	Drainage Improvements
\$ 797,529.39	Oak Lea Drive Bridge Replacement, FDOT LAP #430184-1-58-01	2012	Volusia County	Les Gillis City of South Daytona, 1770 Segrave St, S. Daytona 386- 322-3080 lgillis@southdaytona.org	Bridge Contruction
\$ 504,706.00	10th Street Realignment & Off-Site Water Main Loop	2012	Osceola County	City of St. Cloud	Water Main Improvements
\$ 504,706.00	Spruce Creek & Dunlawton Ave Intersection	2012	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port- orange.org	Paving
\$ 1,902,730.10	City of Lake Mary - Skyline Drive & Sandpond Rd. Roadway Improvements	2012	Seminole County	City of Lake Mary	Roadway Improvements
\$ 233,655.00	Otter Blvd Aerial Force Main - New Symrna Beach	2012	Volusia County	Kyle Fegley - City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361	Force Main Improvements

BID FORM 8H: Listing of Subcontractors

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

<i>Name:</i>	Chinchor Electric, Inc.		
<i>City, State:</i>	Orange City, Florida		
<i>Description of Work:</i>	Electric		
<i>Percent of Contract Price:</i>	15%	<i>Previous Experience Together:</i>	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 2:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 3:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8I:
Required Project Milestones

The Vendor agrees to complete the required project milestones listed below within the time frame specified.

Milestone #1: Set Box

Required Milestone #1 Completion Time*: 30 Days

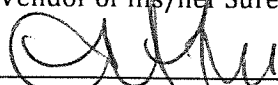
Milestone #2: Set Pump and Electrical

Required Milestone #2 Completion Time*: 60 Days

Required Substantial Completion Time*: 90 Days

Required Final Completion Time*: 120 Days

The Vendor agrees to accept liquidated damages and pay the City **Five Hundred Dollars (\$500)** for each consecutive calendar day, including rain days and holidays, that expires after each of the required project milestone completion times listed above until each are completed or, if no construction milestones are listed, the time specified for final completion until the Work has been fully completed. All milestone completion dates, including substantial and final completion, will be determined solely by the City. The City has the option to retain this amount from the compensation otherwise paid to the Vendor. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Vendor or his/her Surety, then such excess shall be paid to the City by the Vendor or his/her Surety.


(Signature of person signing form)

Leticia M. Ferreira, Vice President
(Printed name and Title of person signing form)

Name of Bidder: Masci General Contractor, Inc.

Address: 5752 S. Ridgewood Avenue

City/State/Zip: Port Orange, FL 32127

Phone Number: (386) 322-4500 FAX Number: (386) 322-4600

* All completion times listed are consecutive calendar days, including rain days and holidays, that expire from (and including) the date when the Contract Time commences to run as written in the Notice to Proceed.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8J:
Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Masci General Contractor, Inc.

(hereinafter called the Principal) and Arch Insurance Company

(hereinafter called the Surety) are held and firmly bound unto the City of South Daytona, Florida

(hereinafter called the Owner) in the sum of Five Percent of Amount Bid----- Dollars

(\$-----5%-----) lawful money of the United States of America, for the payment of which sum well

and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,

jointly and severally, firmly by these presents:

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City of South Daytona, Florida, for

Reed Canal Pump Installation
BID NO. 23-B-013

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the City, and execute a sufficient and satisfactory Contract Bond payable to the City, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 1st day of June, 20 23.

Masci General Contractor, Inc.

By: [Signature]
(Principal)

ATTEST: Arch Insurance Company

By: [Signature]
(Surety)
Gloria A. Richards*, Attorney-In-Fact &
FL Licensed Resident Agent

[Signature]
Seal

Sophia Golecki, Witness to Surety

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

*Inquiries: 407-786-7770

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cheryl Foley, Emily Golecki, Gloria A. Richards, Jeffrey W. Reich, Kim E. Niv, Lisa Roseland, Robert P. O'Linn, Sarah K. O'Linn, Susan L. Reich and Teresa L. Durham of Maitland, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

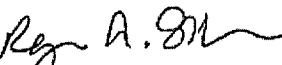
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 4th day of November, 2022.

Attested and Certified


Regan A. Shulman, Secretary

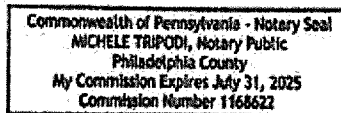
STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

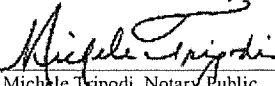


Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



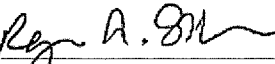

Michele Tripodi, Notary Public

My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated November 4, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st day of June, 2023.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

BID FORM 8K:
Bid Tab

REED CANAL POND PUMP STATION
CITY OF SOUTH DAYTONA, FL
Bid Form

Item No.	Description	Est. Quantity	Units	Unit Price	Total Amount
1	Mobilization & General Conditions	1	LS	\$75,000.00	\$75,000.00
2	Demolition & Erosion and Sediment Control	1	LS	\$5,000.00	\$5,000.00
3	FDOT Type "K" Inlet w. Grate Top	1	LS	\$125,400.00	\$125,400.00
4	MWI Pump Installation w. 12" DIP Discharge Piping	1	LS	\$75,120.00	\$75,120.00
5	Control Panel w. Square D VFD, SCADA & Generator Recepticle	1	LS	\$87,400.00	\$87,400.00
6	Intake Pipe w. Screen & Concrete Collar	50	LF	\$1,245.00	\$62,250.00
7	12" FPVC C-900 Discharge Piping	130	LF	\$741.00	\$96,330.00
8	Restoration	1	LS	\$57,200.00	\$57,200.00
				Total	\$583,700.00

Bid Plans available at www.southdaytona.org

Once awarded, the applicant will enter an Agreement similar to the one below:

STANDARD AGREEMENT FOR SERVICES
--

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this ____ day of _____ 20__, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and _____, a _____ corporation, whose principal address _____ (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Provision of Services**

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.
- e. **Liquidated Damages:** CONTRACTOR is responsible for commencing work under this Agreement within 30 days upon receipt of the Notice of Award and must substantially complete the work not later than 90 calendar days thereafter, and to fully complete the work within 120 calendar days. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any

actions which result in delays in scheduling, substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement.

Liquidated damages will be assessed against Vendor in the amount of \$500.00 per day, for each day after each milestone that the work contemplated is incomplete.

4. Payment.

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. Acceptance of work product, payment, and warranty.

- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. Termination.

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice

must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Steve Danskine, Public Works Director, 1770 Segrave Street, South Daytona, Florida 32119, sdanskine@southdaytona.org, 386-322-3080
- c. CONTRACTOR's Project Manager is: [...].

8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: _____, Attention: _____,

[insert street address], _____
[insert city, state, zip].

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or

additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.

- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. **Independent contractor.**
 - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the

performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement

of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY 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 in Chapter 119 or as otherwise provided by law.
3. Ensure that 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements

for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent

caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or

ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this

Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in

Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

12. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality

WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

JAMES L. GILLIS, City Manager

Date signed by CITY: _____

[...]

by _____

[...], as its President and authorized
agent

(CORPORATE SEAL)

ATTEST:

[...], Secretary

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this __ day of _____, 2022, by _____ of _____, a
Florida corporation, on behalf of the corporation, and he/she is personally known to me or
has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary

My commission expires: _____

End of Solicitation Documents

2022 / 2023

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 201902070002

Expires: September 30, 2023

Business Location: 5752 RIDGEWOOD AVE

Business Name: MASCI GENERAL CONTRACTOR, INC

Owner Name: LEONEL MASCI, P.E.

Mailing Address 5752 S RIDGEWOOD AVE
PORT ORANGE, FL 32127

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Utilites-Undrgrnd or Overhead	CGC1518864	301UT	14	\$36.00
Construction Subcontractor	CGC1518864	451	14	\$80.00
Business Service	CGC1518864	471	14	\$80.00
Hazardous Waste Fee	CGC1518864	HW	1	\$44.00

▪ This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

▪ The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.

▪ The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 09/12/2022

RECEIPT #: 482966

TOTAL TAX: \$240.00

PENALTY: \$0.00

TOTAL PAID: \$240.00



Business Name: MASCI GENERAL CONTRACTOR, INC

Owner Name: LEONEL MASCI, P.E.

Mailing Address 5752 S RIDGEWOOD AVE
PORT ORANGE, FL 32127

Account #: 201902070002

Expires: September 30, 2023

Business Location: 5752 RIDGEWOOD AVE

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2022

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

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

PRODUCER	CONTACT NAME: Denise Dabato
Brown and Brown	PHONE (A/C, No, Ext): (386) 239-7281
300 N Beach Street	FAX (A/C, No): (386) 323-9121
	E-MAIL ADDRESS: Denise.DAbato@bbrown.com
Daytona Beach FL 32114	INSURER(S) AFFORDING COVERAGE
	INSURER A: Starr Indemnity & Liability Company
	INSURER B: Great American Insurance Company
	INSURER C: Indian Harbor Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1000025902221	08/08/2022	08/08/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000008503221	08/08/2022	08/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU 4055516 01	08/08/2022	08/08/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 Prods/C-ops \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100 0004735	08/08/2022	08/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			ITA100065210922	08/08/2022	08/08/2023	LEASED/RENTED \$750,000 INSTALLATION \$500,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
FOR INFORMATION

CERTIFICATE HOLDER

CANCELLATION

MASCI GENERAL CONTRACTORS INC 5752 S. RIDGEWOOD AVENUE PORT ORANGE FL 32127	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown and Brown		NAMED INSURED Maschi General Contractor, Inc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

PROFESSIONAL / POLLUTION LIABILITY:

POLICY NUMBER: PEC005962601

08/08/2022 – 08/08/2023

INSURER: INDIAN HARBOR INSURANCE COMPANY; NAIC: 36940

PROFESSIONAL LIABILITY: \$1M/\$2M

POLLUTION LIABILITY: \$2M/\$4M

WORKERS COMPENSATION (MASCHI CONSTRUCTION, INC)

POLICY NUMBER: 100 0004736

08/08/2022 - 08/08/2023:

INSURER: A

- E.L. EACH ACCIDENT \$1,000,000

- E.L. DISEASE - EA EMPLOYEE \$1,000,000

- E.L. DISEASE - POLICY LIMIT \$1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

1) CG2010 1219 - ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (ADDITIONAL INSURED - ONGOING OPERATIONS)

2) CG2037 1219- ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS (ADDITIONAL INSURED - COMPLETED OPERATIONS)

3) CG2034 1219 ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

4) CG2404 0509 - WAIVER OF TRANSFER OF RIGHTS OF RECOVER AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

5) PC115 0209 - PRIMARY AND NON-CONTRIBUTORY CONDITION (PRIMARY & NON-CONTRIBUTORY)

6) MANUSCRIPT - AMENDMENT 30 DAY NOTICE OF CANCELLATION (30 DNOC)

AUTO LIABILITY

1) SICA-1024 0620 - ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT

2) CA0444 1013 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

3) SICA 1037 0919 - PRIMARY AND NON-CONTRIBUTORY AMENDATORY ENDORSEMENT (PRIMARY & NON-CONTRIBUTORY)

WORKERS COMPENSATION

1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

UMBRELLA LIABILITY

1.) GAI6002 0697 - THE PROTECTOR COMMERCIAL UMBRELLA COVERAGE FORM (ADDITIONAL INSURED, WAIVER OF SUBROGATION)

THE UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

INLAND MARINE

1) IM7902 0112 - LOSS PAYABLE SCHEDULE (LOSS PAYEE)

POLLUTION LIABILITY

1) EVPCPOCCP 0618 - (ADDITIONAL INSURED, PRIMARY NON-CONTRIBUTORY, WAIVER OF SUBROGATION)

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Masci General Contractor, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1454791

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 1454791

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1454791

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1454791

Approved by:

Employer Masci General Contractor, Inc.	
Name (Please Type or Print) Leticia M Ferreira	Title
Signature Electronically Signed	Date 09/30/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/30/2019

Company ID Number: 1454791

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Masci General Contractor, Inc.
Company Facility Address	5752 South Ridgewood Ave Port Orange, FL 32127
Company Alternate Address	
County or Parish	VOLUSIA
Employer Identification Number	202045800
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

Company ID Number: 1454791

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1

Company ID Number: 1454791

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Leticia M Ferreira
Phone Number	3863224500
Fax	3863224600
Email	leticiamasci@masciac.com

Company ID Number: 1454791

This list represents the first 20 Program Administrators listed for this company.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 01, 2023

MASCI GENERAL CONTRACTORS, INC
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FLORIDA 32127

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MASCI, LEONEL ANDRES

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE FL 32127

LICENSE NUMBER: PE68418

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASCI, LEONEL ANDRES

MASCI GENERAL CONTRACTOR, INC.
5752 S RIDGEWOOD AVE
PORT ORANGE FL 32127

LICENSE NUMBER: CGC1518864

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASCI, LEONEL ANDRES

MASCI CORPORATION
5752 S RIDGEWOOD AVE
HARBOR OAKS FL 32127

LICENSE NUMBER: CUCA56854

EXPIRATION DATE: AUGUST 31, 2024

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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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Masci General Contractor, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5752 S. Ridgewood Ave.

6 City, state, and ZIP code
Port Orange, FL 32127

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	2	0	4	5	8	0	0
---	---	---	---	---	---	---	---	---	---

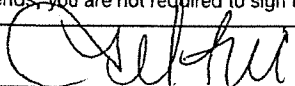
Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► **1/6/2022**

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.