

RESOLUTION NO. 2024 - 421

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 1954; LAS CALINAS BOULEVARD FORCE MAIN TO FERREIRA CONSTRUCTION CO., INC. AS THE MOST RESPONSIVE AND RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the project will include the replacement of an existing 4” sewer force main with 2,780 linear feet of 8” high-density polyethylene new sewer force main installed by both open-cut and horizontal directional drilling method located along Las Calinas Boulevard from the intersection of Pantano Vista Way to the Palencia North #3 (PN #3) lift station, St. Augustine, FL; and

WHEREAS, through the County’s formal Bid process, Ferreira Construction Co., Inc. was the most responsive and responsible bidder, with a total Not-to-Exceed Bid Price of \$714,138.12.

WHEREAS, the County finds that entering into a contract for completion of the work serves a public purpose, and the contract will be in substantial conformance with the attached draft; and

WHEREAS, the project will be funded by the Utility Department.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 1954 to Ferreira Construction Co., Inc. as the most responsive and responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for the completion of the project as specifically provided in Bid No: 1954.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of October, 2024.

Rendition Date OCT 07 2024

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: Brandon J. Patty
Deputy Clerk





MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 24-MCA-FER-20322

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This Master Construction Agreement (“Contract”) is made this _____ day of _____, 2024 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **FERREIRA CONSTRUCTION CO., INC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 591 Pickettville Rd., Jacksonville, FL 32220, Phone: 904-222-6810, and E-mail: npayne@ferreiraconstruction.com, for **1954; LAS CALINAS BOULEVARD FORCE MAIN** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

In consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County’s Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Technical Specifications – July 2024
 - ii. Exhibit B – Las Calinas Boulevard Force Main Construction Drawings – July 2024
 - iii. Exhibit C – Schedule of Values (SOV)
- e) Bonds and Insurance furnished by the Contractor in accordance with Article XIII herein;
- f) Bid Documents and Bid Forms with all addenda thereto for Bid No. 1954

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve

any such approval by evidence of Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. ~~HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS.~~ By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Purchasing Director, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Purchasing Director shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Purchasing Director, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Purchasing Director.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.5 Contract Time: The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.

1.2.6 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.7 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.12 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.13 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.14 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.15 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.16 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.17 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.18 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.19 Work: Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

The Project involves the replacement of an existing 4" sewer force main with an 8" HDPE sewer force main along Las Calinas Boulevard from the intersection of Pantano Vista Way to the Palencia North #3 (PN #3) Lift Station (LS). The project is approximately 2,780 Linear Feet (LF) of new sewer force main installed by both open-cut and horizontal directional drilling (HDD) method, including abandonment of approximately 2,630 LF of the existing 4" sewer force main upon installation and placement into service of the new sewer force main.

2.2 Labor and Materials

2.2.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.3 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article XIII, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

2.6.1 **Daily Record.** The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 **Monthly Report.** The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.7 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.8 Access to Work

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

2.10 Existing Utility Lines

2.10.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 **Foreign Entity Tax Withholding.** Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to

Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.12.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.13 County Furnished Items

2.13.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **sixty (60)** consecutive calendar days as may be extended pursuant to Paragraph 9.2 of this Contract. Final Completion shall be reached within **fifteen (15)** consecutive calendar days after Substantial Completion.

3.1.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.3.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.3.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.3.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

3.4 Final Inspection

When all the Work is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.5.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$1,685** per day for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.6 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 This Contract is a LUMP SUM Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein a total Lump Sum price of **Seven Hundred Fourteen Thousand One Hundred Thirty-Eight Dollars and Twelve Cents (\$714,138.12)**, the “Contract Price”. The cost of any item of Work not covered by a specific Lump Sum shall be included in the Lump Sum price to which the item is most applicable.

4.1.2 If required by the County, Contractor shall have included unit prices in the base Lump Sum. Such unit prices shall apply to revisions to the Work as directed by the County in accordance with Article IX. Unit prices are “all-inclusive”, including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor’s Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor’s Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor’s field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has submitted the following requirements:

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Purchasing Director. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Purchasing Director shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's

Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

4.5.2.1 Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.6 Withheld Payment

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractor's Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Payment

4.7.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

4.7.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

4.7.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise

and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 14.21 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug"

as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication “Right to Know and Understand” Regulations
The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

5.3.8.1 Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County’s Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Risk Management

5.3.8.2 In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor’s sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County’s representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor’s Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor’s expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor’s submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action

shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article IX.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Utilities Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents.

Claims arising from this Contract shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Purchasing Director may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 9.2 and 9.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 9.1.2 above.

9.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 9.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3.2.5 Force Majeure Events

9.2.5.1 The Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by a Force Majeure Event, as defined herein, so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. Notwithstanding the foregoing, the Contractor cannot claim Force Majeure for any emergency, exigency, or "act of God" that is already contemplated in the Work, or any other performance by the Contractor, that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable or within the control of the Contractor at the time this Contract was executed.

9.2.5.2 In order to claim delay pursuant to this provision, Contractor must notify the County, in writing, within five (5) business days of the beginning of the Force Majeure Event, which Contractor claims caused the delay or failure by the Contractor to perform under this Contract.

9.2.5.3 If Contractor's delay or failure, caused by a Force Majeure Event, extends beyond a period of thirty (30) calendar days, from the beginning of the Force Majeure Event, the County shall have the right to terminate this Contract, in accordance with the provisions of this Contract, and shall only be liable to the Contractor for any Work performed and validated (if required for payment hereunder) prior to the date of termination of this Contract.

9.2.5.4 If the Contractor's delay is confirmed by the County to be caused by a Force Majeure Event, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this Contract, including price, performance, and completion time, as may be affected by such delay. However, it is expressly understood by the Contractor that the County is not obligated to make any such adjustments to the provisions of this Contract, and shall do so only if it serves the best interest of the County. This provision shall not be interpreted to limit the County's right to terminate for convenience.

9.3 Changes in the Contract Price

9.3.1 In connection with any claim by Contractor against the County for compensation in excess of the Contract Price, any liability of the County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

9.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and

- other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
 - c) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

9.3.5 In the event there is an unforeseeable increase to the cost of project materials during the course of this Contract, which exceeds twenty percent (20%), the Contractor must provide documentation demonstrating the original amount of the quoted materials, the updated quote for materials, and two (2) or more additional quotes from alternate sources for the materials demonstrating the Contractor is providing the best value to the County. The County will review the information provided in accordance with Article IX.

9.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Purchasing Director for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or**

change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.

The failure by Contractor to provide written notice as provided in this Paragraph 9.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

11.2 Termination

11.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

11.2.8 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

12.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

12.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

12.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Indemnity

12.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), 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 Contract.

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other

liability, 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 Contract.

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

12.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

12.2.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

12.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

12.2.9 The indemnification provisions of this Section 12.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor’s Insurance Requirements

13.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder

The term “Additional Insured”, as used in this Contract, shall mean St. John’s County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers’ Compensation and Professional Liability. A copy of the endorsement showing

the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Department

13.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

13.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Commercial Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

13.6.1 Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.6.2 Builders Risk.

13.6.2.1 Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

13.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief;

mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).

- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

13.6.4 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 13.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

13.7.1 The required insurance limits identified in Sections 13.4, 13.5, and 13.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

13.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

13.8 Payment and Performance Bonds

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier.

Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

14.3.1 Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

14.3.2 The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

14.4 Applicable Laws

Contractor and the Work must comply with all Applicable Laws and the requirements of any applicable grant agreements.

14.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under

or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

14.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

14.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

14.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs

incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

14.16 Equal Employment Opportunity

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

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

14.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

14.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.16.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

14.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

14.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)

14.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List,

the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Compliance with Florida Statute 287.138

14.20.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County’s continued compliance with the statute.

14.20.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

14.21 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

Ferreira Construction Co., Inc.
Address: 591 Pickettville Rd.
Jacksonville, FL 32220
Attn: Nicholas Payne
Email Address: npayne@ferreiraconstruction.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor:

Ferreira Construction Co., Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	24-MCA-FER-20322
Project Title:	Las Calinas Boulevard Force Main

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20__ Contractor _____
 By: _____
 (Signature)
 By: _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:
 Signature: _____
 Print Name: _____
 (NOTARY SEAL)
 My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.



NOTICE OF INTENT TO AWARD

September 17, 2024

IFB No: 1954; Las Calinas Boulevard Force Main

St. Johns County hereby issues this Notice of Intent to Award a contract to **Ferreira Construction Co., Inc.** as the most responsive, responsible Bidder under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Richard E. Poulin Jr., Procurement Coordinator, via email at rpoulin@sjcfl.us or phone at (904) 209-0160.

St. Johns County, FL
Board of County Commissioners
Purchasing Division

A handwritten signature in black ink, appearing to read "Leigh Daniels", is written over a horizontal line.

Leigh Daniels, CPPB
Purchasing Manager
ldaniels@sjcfl.us
(904) 209-0154 - Direct

Date: 9/17/24

Richard Poulin

From: Kevin Ledbetter
Sent: Tuesday, September 17, 2024 11:00 AM
To: Richard Poulin
Cc: Scott Trigg; James Galley
Subject: RE: BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

Richard,

We are good with awarding to Ferreira on this project. Please let me know if you need anything else.

Sincerely,



Kevin Ledbetter, P.E., PMP
Senior Engineer
Utilities Department
St. Johns County Board of County Commissioners
1205 SR16, St. Augustine FL 32084
904-209-2642 | kledbetter@sjcfl.us | www.sjcfl.us



From: Richard Poulin <rpoulin@sjcfl.us>
Sent: Tuesday, September 17, 2024 10:42 AM
To: Kevin Ledbetter <kledbetter@sjcfl.us>
Cc: Scott Trigg <strigg@sjcfl.us>; James Galley <jgalley@sjcfl.us>
Subject: FW: BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

Kevin:

Any decision made concerning the subject bid?

Respectfully,

Richard E. Poulin Jr.



Richard E. Poulin Jr.
Purchasing Coordinator
Purchasing Division

St. Johns County Board of County Commissioners
500 San Sebastian View, St. Augustine FL 32084

Direct: (904) 209 0160 **Fax:** (904) 209 0161 **Email:** rpoulin@sjcfl.us

Main Office: (904) 209 0150 | www.sjcfl.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or County Commissioners and employees regarding public business are public records available to request. Your e-mail communications may be subject to public disclosure.

From: Kevin Ledbetter <kledbetter@sjcfl.us>
Sent: Thursday, September 5, 2024 3:44 PM
To: Richard Poulin <rpoulin@sjcfl.us>
Cc: Scott Trigg <strigg@sjcfl.us>; James Galley <jgalley@sjcfl.us>
Subject: RE: BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

Thanks Richard, we will review and get back to you shortly on it!

Sincerely,



Kevin Ledbetter, P.E., PMP

Senior Engineer

Utilities Department

St. Johns County Board of County Commissioners

1205 SR16, St. Augustine FL 32084

904-209-2642 | kledbetter@sjcfl.us | www.sjcfl.us



From: Richard Poulin <rpoulin@sjcfl.us>
Sent: Thursday, September 5, 2024 3:43 PM
To: Kevin Ledbetter <kledbetter@sjcfl.us>
Cc: Scott Trigg <strigg@sjcfl.us>; James Galley <jgalley@sjcfl.us>
Subject: BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

Kevin:

I have attached the Ferreira Construction Co. Inc. bid document and Bid Tabulation. It was determined that Ferreira Construction Co. Inc. provided the lowest, most responsive and responsible bid for this project. Please let me know if I can move forward with the award to this company. Thanks!

Respectfully,

Richard E. Poulin Jr.



Richard E. Poulin Jr.
Purchasing Coordinator
Purchasing Division
St. Johns County Board of County Commissioners
500 San Sebastian View, St. Augustine FL 32084
Direct: (904) 209 0160 **Fax:** (904) 209 0161 **Email:** rpoulin@scjfl.us
Main Office: (904) 209 0150 | www.sjcfl.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

Responsive Review
 1954; Las Calinas Boulevard Force Main

Minimum Qualification																		
Company Name	Bid Form	Attachment "A" Schedule of Value	Attachment "B" Affidavit	Attachment "C" Certificate Corporate Principal	Attachment "D" License Certification List	Attachment "E" Sub-Contractors/Supplier List	Attachment "F" Conflict Interest Disclosure Form	Attachment "G" Drug Free Workplace Form	Attachment "H" Claims, Liens, Litigation History	Attachment "I" E-Verify Affidavit	Attachment "J" Equal Opportunity Report Statement	Attachment "K" Florida Statutes On Public Entity Crimes	Attachment "L" Acknowledgement of Addenda	Bid Bond	Relevant Experience (Past 8 Years)	Responsive/Non-Responsive	Notes	
Badger Drilling LLC	Provided	Provided, no errors	Provided	Provided	All appropriate licenses in place active/current. Did not list Florida Business License in Bid Package.	Sub-contractors listed.	No conflict of interest indicated on form.	Provided	Provided. No Claims, Liens or Litigation History Listed.	Provided	Provided	Provided; No Convictions Listed	Provided	AM Best Listed & provided in proper amount.	Not Provided	Non-Responsive		
DB Civil Construction, LLC	Provided	Provided, no errors	Provided	Provided	All appropriate licenses in place active/current.	Sub-contractor listed.	No conflict of interest indicated on form.	Provided	Provided. No Claims, Liens or Litigation History Listed.	Provided	Provided	Provided; No Convictions Listed	Provided	AM Best Listed & provided in proper amount.	Provided	Responsive		
Ferreira Construction Co., Inc	Provided	Provided, no errors	Provided	Provided	All appropriate licenses in place active/current.	Sub-contractor listed.	No conflict of interest indicated on form.	Provided	Provided. No Claims, Liens or Litigation History Listed.	Provided	Provided	Provided; No Convictions Listed	Provided	AM Best Listed & provided in proper amount.	Provided	Responsive		
TB Landmark Construction, Inc.	Provided	Provided, no errors	Provided	Provided	All appropriate licenses in place active/current.	Sub-contractors listed.	No conflict of interest indicated on form.	Provided	Provided. No Claims, Liens or Litigation History Listed.	Provided	Provided	Provided; No Convictions Listed	Provided	AM Best Listed & provided in proper amount.	Provided	Responsive		

Checked By: Richard E. Poulin Jr.

Date: 09/05/2024

Richard E. Poulin Jr.
 Signature



**ST. JOHNS COUNTY, FL
 BID TABULATION**

IFB NUMBER: 1954; LAS CALINAS BOULEVARD FORCE MAIN
AND TITLE _____

OPENING DATE: 9/4/2024
OPENED BY: Richard E. Poulin Jr.
VERIFIED BY: Alexis Colbert
POSTING DATE: 9/5/2024

BIDDERS	TOTAL NOT TO EXCEED BID PRICE						
Badger Drilling, LLC	Non-Responsive						
DB Civil Construction LLC	\$828,875.00						
Ferreira Construction Co., Inc	\$714,138.12						
TB Landmark Construction, Inc	\$974,000.00						

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Purchasing Director. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

ORIGINAL

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 09/03/2024

BID PROPOSAL OF

Ferreira Construction Co., Inc.

Full Legal Company Name of Bidder

591 Pickettville Rd., Jacksonville, FL 32220

904-222-6810

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with the requirements of the project, and having carefully examined the Bid Documents entitled for **BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision, insurance, and all other requirements necessary to complete the required Work for the following Not-to-Exceed Bid Price:

NOT-TO-EXCEED BID PRICE: All costs for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work are incorporated in the unit prices provided on the schedule of values.

\$ 714,138.12

Not-to-Exceed Bid Price (Written in Numerals)

\$ seven hundred fourteen thousand one hundred thirty eight dollars and twelve cents /Dollars

Not-to-Exceed Bid Price (Written in Words)

Bidder shall insert the Not-to-Exceed Bid Price above, in numerals and in words.

During the preparation of the Bid, the following addenda, if any, were received:

No.: N/A Date Received: _____ No: _____ Date Received: _____

No.: _____ Date Received: _____ No.: _____ Date Received: _____

No.: _____ Date Received: _____ No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this submitted Bid, as principals, and that this Bid is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, is thoroughly familiar with, and has incorporated the requirements and specifications of the Bid Documents in this submitted Bid.

The Undersigned certifies that a full examination of the locations of the required work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all work in accordance with all requirements specified in the Bid Documents.

The Undersigned declares that the statements and representations made in this Bid are true in every respect and that the Bid is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this Bid or in any profits expected to accrue therefrom.

PAYMENT WORKS REGISTRATION (SEE PART I – GENERAL TERMS AND CONDITIONS – SUBSECTION 10):

Authorized POC: Nicholas Payne Email Address for POC: npayne@ferreiraconstruction.com
(Name typed or printed)

CORPORATE/COMPANY

Full Legal Company Name: Ferreira Construction Co., Inc. (Seal)

By:  Nicholas Payne - Division Manager
Signature of Authorized Representative (Name & Title typed or printed)

Address: 591 Pickettville Rd., Jacksonville, FL 32220

Telephone No.: (904) 222-6810 Fax No.: ()

Email Address for Authorized Company Representative: npayne@ferreiraconstruction.com

Federal I.D. Tax Number: 22-3334957 DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "A"
Schedule of Values

BIDDERS MUST FILL OUT THE TABLES BELOW COMPLETELY. Failure to complete and submit the Schedule of Values may result in the bid proposal being deemed non-responsive and removed from consideration for contract award. Bidder shall complete and submit with their Bid Proposal this Schedule of Values to demonstrate the breakdown of costs included in the submitted Not-to-Exceed amount. Quantities provided herein are estimates only, presented for establishing the total value of the Bid. Actual cost of the project will be based on the unit prices and actual quantities for work satisfactorily completed in accordance with the provisions of the awarded contract.

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
1	4" DR18 PVC FM BY OPEN CUT, RJ	LF	9	\$ \$148.71	\$ \$1,338.39
2	6" DR18 PVC FM BY OPEN CUT, RJ	LF	77	\$ \$47.16	\$ \$3,631.32
3	8" DR18 PVC FM BY OPEN CUT, RJ	LF	2	\$ \$592.32	\$ \$1,184.64
4	8" DR11 DIPS HDPE FM BY OPEN CUT	LF	1183	\$ \$55.59	\$ \$65,762.97
5	8" DR11 DIPS HDPE 14° BEND	EA	5	\$ \$760.31	\$ \$3,801.55
6	8" DR11 DIPS HDPE 16° BEND	EA	3	\$ \$479.19	\$ \$1,437.57
7	8" DR11 DIPS HDPE 22.5° BEND	EA	2	\$ \$444.05	\$ \$888.10
8	8" DR11 DIPS HDPE ADAPTERS	EA	6	\$ \$689.20	\$ \$4,135.20
9	6" MJ SLEEVES, RJ	EA	2	\$ \$986.79	\$ \$1,973.58
10	6"x6" MJ TEE, RJ	EA	1	\$ \$1,308.54	\$ \$1,308.54
11	6" MJ 90° BEND, RJ	EA	1	\$ \$1,116.24	\$ \$1,116.24
12	6" MJ PLUG, RJ	EA	1	\$ \$840.44	\$ \$840.44
13	6"x8" MJ CONC REDUCER, RJ	EA	1	\$ \$1,207.33	\$ \$1,207.33
14	8" MJ 11.25° BEND, RJ	EA	1	\$ \$1,287.03	\$ \$1,287.03
15	8"x4" MJ REDUCER, RJ	EA	1	\$ \$1,112.44	\$ \$1,112.44
16	4" MJ 90° BEND, RJ	EA	1	\$ \$831.59	\$ \$831.59
17	4" MJ TEE, RJ	EA	1	\$ \$945.44	\$ \$945.44
18	4" MJ SOLID SLEEVE, RJ	EA	2	\$ \$1,327.52	\$ \$2,655.04
19	4" FOSTER ADAPTER	EA	3	\$ \$353.71	\$ \$1,061.13
20	4" MJ CAP, MJ	EA	1	\$ \$715.19	\$ \$715.19
21	4" MJ VERTICAL GATE VALVE, RJ	EA	1	\$ \$1,739.92	\$ \$1,739.92
22	6" MJ VERTICAL GATE VALVE, RJ	EA	1	\$ \$2,140.56	\$ \$2,140.56
23	8" MJ VERTICAL GATE VALVE, RJ	EA	2	\$ \$2,683.72	\$ \$5,367.44
24	8" DR11 DIPS HDPE FM BY HDD (Dosel Lane – STA 108+00.00 to STA 111+97.64)	LS	1	\$32,385.27	\$ \$32,385.27
25	8" DR11 DIPS HDPE FM BY HDD (Barbella Circle – STA 114+61.13 to STA 118+85.12)	LS	1	\$32,385.27	\$ \$32,385.27
26	8" DR11 DIPS HDPE FM BY HDD (Calle De Paz (1) – STA 119+71.96 to STA 122+50.03)	LS	1	\$32,385.27	\$ \$32,385.27
27	8" DR11 DIPS HDPE FM BY HDD (Pantano Vista Way – STA 122+53.36 to STA 126+61.39)	LS	1	\$32,385.27	\$ \$32,385.27
28	ARV ASSEMBLY	EA	4	\$ \$4,408.10	\$ \$17,632.40
29	GROUT FILL EXISTING 4" FORCE MAIN	LF	2630	\$ \$23.20	\$ \$61,016.00
30	ABANDON EXISTING ARV AND MANHOLE/VAULT	EA	2	\$ \$2,129.58	\$ \$4,259.16
31	REMOVE AND REPLACE LIGHT POLE	EA	2	\$ \$5,911.78	\$ \$11,823.56
32	CONCRETE DRIVEWAY REPAIR	SY	33	\$ \$100.50	\$ \$3,316.50

33	CONCRETE SIDEWALK REPAIR	SY	45	\$76.85	\$3,458.25
34	PEDESTRIAN CROSSING	EA	3	\$1,418.83	\$4,256.49
35	ALLOWANCE FOR PERMIT FEES AND MATERIALS	LS	1	\$20,000.00	\$20,000.00
36	MOBILIZATION/DEMobilIZATION	LS	1	\$338,424.87	\$338,424.87
37	MAINTENANCE OF TRAFFIC (MOT)	LS	1	\$8,867.67	\$8,867.67
38	CONSTRUCTION BOND AND INSURANCE	LS	1	\$5,060.49	\$5,060.49
Not-to-Exceed Bid Price (Items# 1-38)				\$ 714,138.12	

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "B"
ST. JOHNS COUNTY AFFIDAVIT

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FL

COUNTY OF Duval

The Undersigned authority, Nicholas Payne ("Affiant"), who being duly sworn, deposes and states that he/she is the Division Manager (Title) of the firm of Ferreira Construction Co., Inc. (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for Bid No: 1954; LAS CALINAS BOULEVARD FORCE MAIN, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm, or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Bid. Furthermore, neither the Bidder nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 4th day of September, 2024.

[Signature]
Signature of Affiant

Nicholas Payne - Division Manager
Printed Name & Title of Affiant

Ferreira Construction Co., Inc.
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 3rd day of September, 2024, by Affiant who is personally known to me or has produced _____ as identification. Type and number of I.D. produced: _____



Brittany L. Waters
Notary Public
My Commission Expires: 3/7/20

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "C"
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lou Pacheco, certify that I am the Secretary of the corporation, named as Principal in the foregoing; that Nicholas Payne, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then Division Manager (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

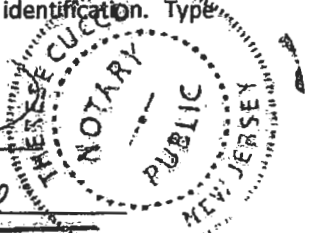
[Signature]
Signature of Secretary
Ferreira Construction Co., Inc.
Full Legal Name of Bidder

STATE OF FL New Jersey
COUNTY OF Duval Houston

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, Nelson Ferreira (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this 30 day of September, 2024, by the Authorized Representative of Bidder, who is personally known to me or has produced DL as identification. Type and Number of I.D. produced: PUNO-UNO-17-131-0

[Signature]
Notary Public
My Commission Expires: 5/2/26



THERESE CUCCO
NOTARY PUBLIC OF NEW JERSEY
Commission # 2488057
My Commission Expires 5/2/2026

(Attach Power of Attorney to original Bid Bond and Financial Statement)

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "E"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIER LIST

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services
Self performed				

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "F"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (BID) Number/Description: Bid No: 1954; LAS CALINAS BOULEVARD FORCE MAIN

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Bidder's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Bidder has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Bidder:

Ferreira Construction Co., Inc.

Authorized Representative(s):


Signature

Nicholas Payne - Division Manager
Print Name/Title

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

**ATTACHMENT "G"
DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Ferreira Construction Co., Inc. does:
Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, 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 or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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



Signature

09/04/2024
Date

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "H"
CLAIMS, LIENS, LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes _____ No X

If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue
Name (s) of the attorneys representing all parties:
Amount actually recovered, if any
Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration. None
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. None
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

N/A

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No X If yes, on separate sheet(s), provide an explanation of those instances.

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes X No _____ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state. None

8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes _____ No X If yes, on separate sheet(s) explain in detail.

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF FL
COUNTY OF Duval

I, Nicholas Payne ("Affiant"), being duly authorized by and on behalf of Ferreira Construction Co., Inc. ("Bidder") hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 1954 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Bidder's breach.

DATED this 4th day of September, 2024.

[Signature]
Signature of Affiant

Nicholas Payne - Division Manager
Printed Name & Title of Affiant

Ferreira Construction Co., Inc.
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 3rd day of September 2024, by Affiant, who is personally known to me or has produced _____ as identification.



Brittany L. Waters
Notary Public
My Commission Expires: 3 / 7 / 28

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "J"
EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.


During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,

1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Nicholas Payne

SIGNATURE: 

TITLE: Division Manager

NAME OF FIRM: Ferreira Construction Co., Inc.

DATE: 09/04/2024

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "K"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, Nicholas Payne ("Affiant"), being duly authorized by and on behalf of Ferreira Construction Co., Inc ("Bidder") hereby swears or affirms as follows:

- 1. The principal business address of Bidder is: 31 Tannery Rd., Branchburg, NJ 08876
2. I am duly authorized as Division Manager (Title) of Bidder.
3. 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 bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of 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.
5. I understand that "affiliate" is defined in Section 287.133 of 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 enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is [redacted]. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature of Affiant

Nicholas Payne - Division Manager
Printed Name & Title of Affiant

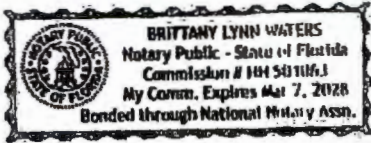
Ferreira Construction Co., Inc.
Full Legal Name of Bidder

09/04/2024
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 3rd day of September, 2024 by Affiant, who is [X] personally known to me or [] has produced [] as identification.

Brittany L Waters
Notary Public

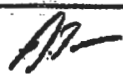
3/7/28
My Commission Expires



BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "L"
ACKNOWLEDGEMENT OF ADDENDA

Bidder hereby acknowledges receipt of the following Addenda, Issued by the County and Incorporated into and made a part of the IFB Documents. By acknowledging the Addenda listed below, Bidder hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Bidder's Bid. Failure to acknowledge and incorporate issued Addenda may result in a Bidder being deemed non-responsive to the requirements of the IFB, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S REPRESENTATIVE	TITLE OF BIDDER'S REPRESENTATIVE	SIGNATURE OF BIDDER'S REPRESENTATIVE
No addendum		Nicholas Payne	Division Manager	

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

BID BOND

STATE OF FL

COUNTY OF Duval

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Ferreira Construction Co., Inc. (Full Legal Name of Bidder) as Principal, at 591 Pickettville Rd. Jacksonville, FL 32220 (Address) and Berkshire Hathaway Specialty Insurance Company as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, by these presents, unto St. Johns County, Florida, as Obligee, in the penal sum of five percent (5%) of the Not-to-Exceed Bid Price, or Five Percent Of The Total Amount Bid Dollars (5% of The Total Amount Bid) lawful money of the United States.

WHEREAS, the Principal has submitted a Bid for Bid No: 1954; LAS CALINAS BOULEVARD FORCE MAIN dated September 4, 2024:

- (a) If the Principal shall not withdraw said Bid within ninety (90) days of the opening of Bids by the Owner, and shall enter into a written Contract with the County within ten (10) business days after prescribed forms are provided to Principal for signature, in accordance with the Bid Documents, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, the Principal shall pay the County the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, of 2) the difference between the amount specified in the Principal's Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid including the administrative costs to effect such contract, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

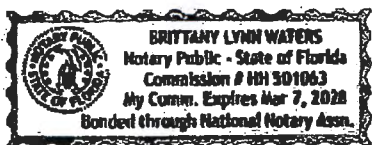
IN WITNESS WHEREOF, the above bound parties have signed and sealed this instrument under their several seals, on this 4th day of September, 2024, the name and corporate seal of Principal and Surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

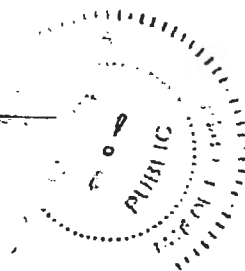
STATE OF Florida
COUNTY OF Duval

ON THE 4th DAY OF September, 2024 BEFORE ME PERSONALLY APPEARED Nicholas Payne TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Division Manager OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Brittany J. Waters
Notary Public



ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey
COUNTY OF Morris

ON THE 4th DAY OF September, 2024 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

William A. Drayton Jr.
Notary Public

William A. Drayton Jr.
Notary Public
State of New Jersey
My commission expires April 9, 2028



Berkshire Hathaway Specialty Insurance

Power Of Attorney
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Marisol Mojica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Jaclin Thomas, Ryan Gray, Andreah Moran, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing Instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Notary Public]
Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this September 4, 2023.



[Signature of Ralph Tortorella]
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at BHSI.PoA@berkshire.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-5675, via email at claims@berkshire.com, via fax to (617) 507-8159, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

General Correspondence

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY**

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

Total Invested assets
Premium & agent balances (net)
All other assets
Total Admitted Assets



LIABILITIES & SURPLUS*

Loss & loss exp. unpaid
Unearned premiums
All other liabilities
Total Liabilities
Total Policyholders' Surplus
Total Liabilities & Surplus



* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

FERREIRA

CORPORATE RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF FERREIRA CONSTRUCTION CO., INC. IN LIEU OF A MEETING

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the directors of the Corporation at a meeting duly called and held:

LET IT BE RESOLVED that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira
Sr. Vice President/ CFO: Jerry Killian
Sr. Vice President: Dictinio Garcia
Sr. Vice President: Nancy Viet
Sr. Vice President of Field Operations: Brian Delpome
Vice President of Stuart, Florida Operations: John Ciabattari
Vice President of Medley, Florida Operations: Danny Garcia
Vice President of Ferreira Coastal Operations: Brandon Pensick
Vice President of Electrical, Southern Division: Robert Higginbotham
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci
Secretary/Treasurer: Luis Pacheco
Professional Surveyor: Joshua R. Lee
Division Manager of Jacksonville, Florida Operations: Nicholas Payne

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 21st day of June 2022.

FERREIRA CONSTRUCTION CO., INC.


Nelson Ferreira, Director
President



Ron DeSantis, Governor

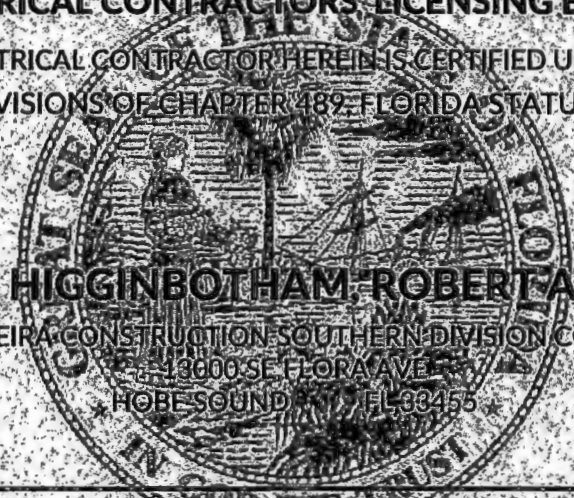
Melanie S. Griffin, Secretary



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

ELECTRICAL CONTRACTORS' LICENSING BOARD

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



HIGGINBOTHAM ROBERTA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO. INC.
13000 SE FLORA AVE
HOBE SOUND, FL 33455

LICENSE NUMBER: EC13006679

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



GARCIA, DICTINIO
FERREIRA CONSTRUCTION SOUTHERN DIVISION CO INC
FL 19000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: CGC 1509418

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2000	VERMAC ARROWBOARD	ARROW BOARD
2000	VERMAC ARROWBOARD	ARROW BOARD
2009	WORA (WORK AREA PROTECTION) M90EZ SOLAR ARROW BOARD	ARROW BOARD
2005	30' x 10' BARGE w/ OUTBOARD MOTOR	BARGE
2007	3 PC. SECTIONAL BARGE - 1 SEC. @ 10'x30'x4' - 2 SEC. @ 4'x30'x4' - WOOD DECK OVER STEEL DECK	BARGE
2007	HOMEM - SELF PROPELLED BARGE - 38'x10'x3' w/ YAMAHA 225HP ENG.- 3 COMPARTMENTS w/ HATCHES , STEEL DECK w/ WOOD SURFACE	BARGE
	S175 & S98 FLEXIFLOAT BARGES	BARGE
2006	VARIOUS FLEXI FLOAT BARGES -- 6 UNITS @ 10x40x5 & 4 UNITS @ 10x20x5	BARGE
1993	24' SILVER PONTOON BARGE	BARGE
1992	24' YELLOW PONTOON BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	48' x 24' x 4' SPUD BARGE w/ 4 SPUD WELLS & (2) 42' x 12' DIA. ROUND SPUDS	BARGE
1972	ALUM. WORKBOAT w/ OUTBOARD. MOTOR	BOAT
	2008 J-BOAT UTILITY WORK BOAT W/ CRANE	BOAT
2008	29' VESSEL - JUPITER	BOAT
2000	LOWE - GLC MODEL 17'11" ALUMINUM BOAT w/OUTBD. ENG.	BOAT
2000	SEA ARK BOATS, INC. - 20' VS ALUMINUM HULL BOAT -- NO OUTBD. ENGINE...	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
	32' x 16' x 4' - PUSH BOAT / BARGE w/(2) MERCURY 75HP GAS ENG.	BOAT
1996	SEA ARK BOATS, INC. - 21' CREW BOAT w/ (2) YAMAHA 150 HP OUTBOARD MOTORS	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
2003	WAGNER SMITH T-UBWP-35 UNDERGROUND CABLE PULLER	CABLE PULLER
1985	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1987	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1984	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
2007	INGERSOLL-RAND COMPRESSOR	COMPRESSOR - 185



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
	ATLAS COPCO 185CFM COMPRESSOR	COMPRESSOR - 185
2016	DOOSAN C185WDZ-T4F AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO XAS 185 AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO 185CFM COMPRESSOR TIER 4 FINAL	COMPRESSOR - 185
2004	INGERSOLL-RAND P185WDJ COMPRESSOR	COMPRESSOR - 185
2005	INGERSOLL-RAND P185 COMPRESSOR	COMPRESSOR - 185
2016	20 CUBIC YARD CONTAINER	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2012	ROLL OFF CONTAINER 30 C.Y. (OPEN)	CONTAINER - 30 OPEN
2015	30 CY ROLL-OFF	CONTAINER - 30 OPEN
2001	POWER CURBER 5700-B-03 CURB MACHINE	CURB MACHINE
2005	POWER CURBER PC150 CONCRETE CURB MACHINE	CURB MACHINE
2019	VERMEER D23X30S3 DIRECTIONAL DRILL w/ DIGITAL FF2SYSAF8 LOCATOR	DIRECTION DRILL DIGITAL LOCATOR
2006	CAT D6N CRAWLER DOZER	DOZER - CAT D6
2013	CATERPILLAR D6N LGP DOZER	DOZER - CAT D6
2011	KOMATSU D65WX-16 CRAWLER DOZER	DOZER - KOM D65
1980	ELLICOTT (MUDCAT 915) DREDGE - 43 FT.	DREDGE
N/A	"DREDGE & MARINE CORP" CUSTOM MADE 42 FT. DREDGE w/ 8" SWING LADDER	DREDGE
1988	ELLICOTT "600 SERIES" HYDRAULIC DREDGE APPROX. 70 FT. (LEANNE)	DREDGE
2013	ISCO 6-18 INCH BUTT FUSION MACHINE w/PIPE STANDS & IPS INSERTS FOR DREDGE PIPE	DREDGE - FUSION
2013	ELLICOTT 16 INCH DIESEL DRIVEN BOOSTER PUMP FOR DREDGE w/ AUTOMATION UPGRADE	DREDGE - PUMP
	GORMAN RUPP 8" x 8" DIESEL BOOSTER PUMP	DREDGE - PUMP
2016	ELLICOTT STANDARD DRAGON HYDRAULIC 18 INCH BOOSTER PUMP	DREDGE - PUMP
2016	MWI PUMPS - MODEL # HT004 - 4" SUB. TRASH PUMP w/ 800D HYDRAULIC DRIVE UNIT & ACCESSORIES	DREDGE - PUMP
	DREDGE CENTRAL'S USED TRAVELING SPUD w/ 2 NEW 35' x 10' x 5' PONTOONS	DREDGE - SPUD
2018	VERMEER D40X55S3 DIRECTIONAL DRILL w/DIGITRAK FF5 LOCATOR NON REMOTE PACKAGE	DRILL - DIRECTIONAL
2018	VERMEER MX240 MIX SYSTEMS w/ 2 - 1000 GALLON UNITS w/ POWER PAC	DRILL - MIXING SYSTEM
2019	VERMEER MX125 MIX SYSTEM w/ 500 GALLON TANK	DRILL - MIXING SYSTEM
1998	LODRIL MODEL LLMHT-40 (MOUNTED ON 100)	EQUIPMENT ATTACHMENT
2002	30FT JIB ARM w/ WINCH & CABLE	EQUIPMENT ATTACHMENT



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	36" PRESSURE ROCK AUGER w/4" BOX	EQUIPMENT ATTACHMENT
1998	KOMATSU EXCAVATOR	EXCAVATOR
2011	KOMATSU PC450LC-8 EXCAVATOR	EXCAVATOR - 100K #
2012	KOMATSU PC490LC-10 HYD. EXCAVATOR - PLUMBED	EXCAVATOR - 100K #
2009	JOHN DEERE 85D EXCAVATOR	EXCAVATOR - 18K #
2018	CATERPILLAR 308E2 CRSB HYDRAULIC EXCAVATOR	EXCAVATOR - 18K #
2017	KOMATSU PC138USLC-11 HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2018	CATERPILLAR 315FLCR HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2019	CATERPILLAR 315F HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2014	JOHN DEERE 245G EXCAVATOR	EXCAVATOR - 50K #
2019	CATERPILLAR 335FL HYDRAULIC EXCAVATOR	EXCAVATOR - 75K #
2018	CATERPILLAR 336FL HYDRAULIC EXCAVATOR	EXCAVATOR - 85K #
2016	GRADALL XL3300 III TELESCOPIC EXCAVATOR	EXCAVATOR - GRADALL
2011	JOHN DEERE 200D EXCAVATOR w/ 50' LONG BOOM	EXCAVATOR - LONG REACH
2014	CATERPILLAR 324EL LR LONG REACH 60' EXCAVATOR	EXCAVATOR - LONG REACH
2012	CASE CX36B MINI EXCAVATOR	EXCAVATOR - MINI
2014	TAKEUCHI TB153FR MINI EXCAVATOR	EXCAVATOR - MINI
2016		EXCAVATOR - MINI
2017	YANMAR VIO17 MINI EXCAVATOR	EXCAVATOR - MINI
2003	KUBOTA KX121-3 MINI EXCAVATOR	EXCAVATOR - MINI
2013	DOOSAN DX63-3 MINI EXCAVATOR	EXCAVATOR - MINI
2017	JOHN DEERE 17G MINI EXCAVATOR	EXCAVATOR - MINI
2017	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2016	CATERPILLAR M320F WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2015	CATERPILLAR M315D WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2004	JOHN DEERE BACKHOE	EXCAVATOR - WHEELED
2006	JOHN DEERE WHEEL LOADER	EXCAVATOR - WHEELED
2014	JOHN DEERE 744K WHEEL LOADER	EXCAVATOR - WHEELED
2016	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED
2004	NEW HOLLAND TRACTOR	EXCAVATOR - WHEELED
2009	MITSUBISHI FD50K FORKLIFT	FORKLIFT
1998	YALE 5,000 # CUSHION TIRED FORKLIFT	FORKLIFT
2015	TRACSTAR AT5000110 SERIES 3 FUSION MACHINE	FUSION MACHINE
2016	KAWASAKI MULE PRO KAF1000CGF ATV	GATOR
2001	WHISPER WATT GENERATOR (FOR PUMP SERVICES)	GENERATOR
2012	TRAMAC SC28 HYDRAULIC BREAKER (PC55)	HAMMER - HYDRAULIC
	I.C.E. HYDRAULIC POWER UNIT	HAMMER - PILE
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
1995	MAGNUM LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2009	SUZUKI BOXED MOTOR - Mounted on V612	MOTOR - BOAT
2009	SUZUKI 225 30" SHAFT LENGTH - Mounted on V691	MOTOR - BOAT
2009	SUZUKI 150 25" SHAFT LENGTH - Mounted on V633	MOTOR - BOAT
2012	BLAW-KNOX PF150B ASPHALT PAVER	PAVER
2015	ROADTEC RP-170 ASPHALT PAVER	PAVER
	THOMPSON 8" HYDRAULIC PUMP	PUMP
	THOMPSON 4" WELLPOINT JETTING PUMP	PUMP
	NORTHSTAR 3" CENTRIFUGAL PUMP	PUMP
2013	SCHWING SP750-15D TAG-ALONG CONCRETE PUMP	PUMP
	RAKE- LOADER RAKE 96"	RAKE LOADER
1986	DYNAPAC CS12 - 3 WHEEL ROLLER	ROLLER



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1998	INGERSOLL-RAND DD-24 D/D ROLLER	ROLLER
2002	HYPAC C530AH - 9 WHEEL ROLLER	ROLLER
2017	WACKER RD7A WALK BEHIND ASPHALT ROLLER	ROLLER - ASPHALT
2004	BOMAG VIBRATORY SINGLE DRUM ROLLER	ROLLER - DIRT
2000	INGERSOLL-RAND SD100DB VIBRATORY ROLLER	ROLLER - VIBRATORY
2002	BOMAG BW124D VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2005	BOMAG BW190AD4 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-90 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-70 VIBRATORY ROLLER	ROLLER - VIBRATORY
2004	STONE WP3100R VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	DYNAPAC CC142 VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	INGERSOLL-RAND DD-24 VIBRATORY ROLLER	ROLLER - VIBRATORY
	ALLEN 255BD.25 ROLLER SCREED	SCREED
2004	DAWSON HYDRUALIC PILE DRIVER	SHEET PILE HAMMER
2013	JOHN DEERE 323D SKID STEER - TRACK LOADER	SKIDSTEER
2016	JOHN DEERE 329E SKID STEER LOADER - TRACKS	SKIDSTEER
2011	TEREX PT30 TRACK SKID STEER LOADER	SKIDSTEER
2004	BOBCAT T300 TRACK SKIDSTEER LOADER	SKIDSTEER
2018	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2019	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2005	BOMAG MPH122 SOIL STABILIZER/RECYCLER	SOIL STABILIZER
2015	CATERPILLAR TL1255D MATERIAL HANDLER	TELEHANDLER
1999	MACK TRACTOR	TRACTOR
2005	PETERBILT TRACTOR	TRACTOR
2018	PETERBILT 389 TRI-AXLE TRACTOR	TRACTOR
1994	MACK RD885S TRACTOR	TRACTOR
2017	FREIGHTLINER 122SD TRACTOR	TRACTOR
2016	ROGERS CN55PL110 - 55 TON LOBOY TRAILER	TRAILER - 55 TON LOBOY
2019	CUSTOM 12T - 19' FLAT DECK TRAILER w/ 4' BEAVERTAIL	TRAILER - BEAVERTAIL

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2009	FLOAT-ON TRAILER	TRAILER - BOAT
2013	MAGIC TILT - TALS 2044 BOAT TRAILER - For MN-1463	TRAILER - BOAT
1991	GREAT DANE 48" BOX TRAILER	TRAILER - BOX
2009	EAST DUMP TRAILER	TRAILER - DUMP
2017	DOWN TO EARTH DTE612DT5.2B- 5.2 TON DUMP TRAILER	TRAILER - DUMP
2005	40' TANDEM GOOSENECK DUAL TRAILER	TRAILER - FLAT
1999	TRAILMOBILE - 48' FLATBED TRAILER	TRAILER - FLAT
2001	GREAT DANE 37' FLATBED TRAILER	TRAILER - FLAT
2007	MANAC EXTENDABLE FLATBED TRAILER	TRAILER - FLAT
2017	TALBERT 60 TON - FLD LOBOY	TRAILER - LOBOY
1981	EVANS LOG TRAILER	TRAILER - LOG
1982	GREAT DANE LOG TRAILER	TRAILER - LOG
1993	WILLIAMS SCOTSMAN mobile field office	TRAILER - OFFICE
	POLE TRAILER	TRAILER - POLE
2001	BUTLER BUP2510 POLE TRAILER	TRAILER - POLE
2011	24' PONTOON TRAILER	TRAILER - PONTOON
2009	EMERSON TR-50 SERIES 7 REEL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - 2 REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
2001	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2002	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2016	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2017	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2014	JTC 8000 SINGLE REEL TRAILER - S/A	TRAILER - REEL
98	WELLS CARGO ENCLOSED UTILITY TRAILER	TRAILER - UTILITY
2003	INTERSTATE TAG-A-LONG TRAILER	TRAILER - UTILITY
2006	LMT GOOSENECK TRAILER	TRAILER - UTILITY
2014	BIG BLUE ENCLOSED TRAILER	TRAILER - UTILITY
2001	ENCLOSED BIG WHITE DIVE TRAILER	TRAILER - UTILITY
2004	ENCLOSED SMALL WHITE TRAILER (OLD U-HAUL)	TRAILER - UTILITY



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2002	FLAT BLACK TRAILER w/18" RAILS	TRAILER - UTILITY
2018	DIAMOND CARGO 8.5 x 20TA TAG-ALONG-TRAILER	TRAILER - UTILITY
2017	TOWMASTER T-30 TRAILER	TRAILER - UTILITY
2018	CUSTOM 15T - 23' FLAT DECK TRAILER W/ 7' BEAVERTAIL	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR65)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR66)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 DECKOVER TRAILER	TRAILER - UTILITY
1985	CROSLEY TAG-ALONG 20' LEVEL DECK TRAILER	TRAILER - UTILITY
2016	FREEDOM 12' ENCLOSED TRAILER	TRAILER - UTILITY
2003	PIKE 8 TON TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2010	HUDSON BROS. HTD18D 10 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
1991	ALLEGHENY CT5T 5TON MATERIAL TRAILER	TRAILER - UTILITY
2017	FREEDOM 7X14TA2 - 3.5 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	MAXEY C6S 7 TON TAG-ALONG UTILITY TRAILER	TRAILER - UTILITY
2017	DOWN TO EARTH 7' x 16' TAG-ALONG TRAILER	TRAILER - UTILITY
2000	COACH CRAFT FIBERSPLICE ENCLOSED TRAILER - T/A	TRAILER - UTILITY
2015	LARK UNITED MFG. VT612SA ENCLOSED CARGO TRAILER - S/A	TRAILER - UTILITY
2018	DOWN TO EARTH 7 TON TAG-ALONG TRAILER - T/A	TRAILER - UTILITY
	HOMEMADE TAG-ALONG TRAILER	TRAILER - UTILITY
2019	CYNERGY 7X14TA ENCLOSED TRAILER	TRAILER - UTILITY
2019	MAXXD - DOX10222 - 22' UTILITY TRAILER	TRAILER - UTILITY
2019	DOOLITTLE 25' BRUTEFORCE UTILITY TRAILER	TRAILER - UTILITY
2018	VACTRON CV873SGT TRAILER MOUNTED VAC SYSTEM	TRAILER - VAC
2015	VERMEER T755 III COMMANDER TRENCHING MACHINE w/ 12' FOLDING CONVEYOR	TRENCHER
2015	FORD F-750XL ASPHALT DISTRIBUTOR TRUCK	TRUCK - ASPHALT TACK
2009	INTERNATIONAL 7400 TANDEM AXLE w/ TEREX 650-40 MTD AUGER DRILL MOUNTED ON BODY	TRUCK - AUGER
2007	INTERNATIONAL 4200 w/ 18' BOX TRUCK	TRUCK - BOX



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2006	CHEVY C-7500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2016	FREIGHTLINER M2-106 UTILITY TRUCK w/ ALTEC AA55 - 55 ' ARTICULATING & TELESCOPIC ONE MAN BUCKET	TRUCK - BUCKET
2003	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2003	INT'L 4300 SERVICE TRUCK w/ ALTEC AM55-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2011	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2009	CHEVY C-8500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2004	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM450 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2007	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2006	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2018	DODGE RAM 3500 CAB & CHASSIS FOR CABLE PULLER	TRUCK - CABLE PULLER
2019	CHEVY SILVERADO 1500 DBL. CAB P/U	TRUCK - CHEVY 1500
2019	CHEVROLET SILVERADO 1500 DOUBLE CAB P/U	TRUCK - CHEVY 1500
1995	CHEVY SILVERADO 1500 P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500XLT EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2012	CHEVY SILVERADO 2500 CREW CAB 4x4	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500
2002	CHEVY 3500 MECHANIC'S TRUCK	TRUCK - CHEVY 3500
2016	CHEVY SILVERADO 3500 CREW CAB 4X4 DRW W/9FT UTILITY BODY	TRUCK - CHEVY 3500
2018	CHEVROLET COLORADO PICK-UP 4X2	TRUCK - CHEVY SMALL
2007	CHEVY COLORADO CREW CAB P/U	TRUCK - CHEVY SMALL
2002	INTERNATIONAL 5500I T/A FLATBED w/ NATIONAL 1300 (30 TON BOOM CRANE)	TRUCK - CRANE
1997	INTERNATIONAL 4900 BOOM TRK. w/ BED WINCH ALTEC D1000-TB	TRUCK - CRANE
2005	FREIGHTLINER M2-106 - 4x4 RACK BODY w/ ALTEC DL42BR - DIGGER DERRICK	TRUCK - DIGGER DERRICK
2005	FREIGHTLINER M2-106 DIGGER DERRICK w/ ALTEC DM45DC	TRUCK - DIGGER DERRICK
2011	INTERNATIONAL 7300SFA - DIGGER DERRICK w/ ALTEC DC47-BR	TRUCK - DIGGER DERRICK
1995	DODGE RAM 2500 P/U	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB P/U 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2020	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD GALION BODY	TRUCK - DUMP
2000	FORD F-450 CREW CAB MASON DUMP TRUCK	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK-AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2006	FORD F-750 S/AXLE MASON DUMP	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2000	FREIGHTLINER FLD11264SD DUMP TRUCK	TRUCK - DUMP
2016	DODGE RAM 5500HD CREW CAB FLATBED TRUCK	TRUCK - FLATBED
2014	ISUZU NPR FLATBED TRUCK	TRUCK - FLATBED
2016	FORD F-150 SUPERCREW 4X4 PLATINUM	TRUCK - FORD F 150
2014	FORD F-150 CREW CAB P/U	TRUCK - FORD F 150
2017	FORD F-150 XLT CREW CAB P/U 4x4	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2007	FORD F-150 P/U	TRUCK - FORD F 150
2008	FORD F-150 XL EXT. CAB UTILITY TRUCK	TRUCK - FORD F 150
2010	FORD F-150 XL SUPER CAB P/U	TRUCK - FORD F 150
2017	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2015	FORD F-250 LARIAT - CREW CAB - SHORT BED P/U	TRUCK - FORD F 250
2015	FORD F-250 REG. CAB - LONG BED P/U	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB 4x4 PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 PLATINUM - CREW CAB - SHORT BED	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB 4x4 "LARIAT" P/U	TRUCK - FORD F 250



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2003	FORD F-350XL UTILITY TRUCK	TRUCK - FORD F 350
1997	FORD F-350XL MECHANIC'S TRUCK	TRUCK - FORD F 350
2015	FORD F-350 PICK-UP	TRUCK - FORD F 350
2004	FORD F-350 REG. CAB w/ UTILITY BED	TRUCK - FORD F 350
2016	FORD F-450 CREW CAB W/9FT SERVICE BODY	TRUCK - FORD F 450
2017	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - FORD F 550
2017	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - FORD F 550
2008	FORD F-550XL CAB & CHASSIS	TRUCK - FORD F 550
2016	FORD F-550 MECHANIC TRUCK w/MAINTAINER SERVICE BODY	TRUCK - FORD F 550
2017	FORD F-550 MECHANIC TRUCK w/MAINTAINER SERVICE BODY	TRUCK - FORD F 550
2016	FORD F-550 MECHANIC TRUCK W/MAINTAINER SERVICE BODY	TRUCK - FORD F 550
2014	FORD F-550 SUPER CAB w/STELLAR MECH. BODY	TRUCK - FORD F 550
2014	GMC SIERRA 1500 4DR. P/U	TRUCK - GMC 1500
2014	GMC SIERRA 1500 4DR. P/U	TRUCK - GMC 1500
2013	GMC SIERRA 1500 EXT. CAB P/U	TRUCK - GMC 1500
2014	GMC SIERRA P/U	TRUCK - GMC 1500
2014	GMC SIERRA P/U	TRUCK - GMC 1500
2017	GMC SIERRA 1500 P/U	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB SLE 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 CREW CAB PICK-UP 4X4	TRUCK - GMC 1500
2008	GMC SIERRA 2500HD W/ KSS UTIL. BODY	TRUCK - GMC 2500
2008	GMC SIERRA 2500HD W/KSS UTIL BODY	TRUCK - GMC 2500



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2013	GMC SIERRA 2500HD SLE EXT. CAB 4x4 - 8 FT. BED	TRUCK - GMC 2500
2015	GMC SIERRA 2500HD DOUBLE CAB P/U - 4x4	TRUCK - GMC 2500
2016	GMC 2500 CREW CAB 4X4	TRUCK - GMC 2500
2017	GMC SIERRA 2500 DOUBLE CAB 4X2	TRUCK - GMC 2500
2019	GMC SIERRA 2500 DOUBLE CAB w/ 8' UTILITY BODY	TRUCK - GMC 2500
2019	GMC SIERRA 2500 DOUBLE CAB P/U w/ 8' BED	TRUCK - GMC 2500
2013	GMC SIERRA 3500 SLE w/OMAHA UTILITY BOX	TRUCK - GMC 3500
2013	GMC SIERRA 3500 SLE w/OMAHA UTILITY BOX	TRUCK - GMC 3500
2014	GMC SIERRA 3500 2DR. P/U	TRUCK - GMC 3500
2015	GMC SIERRA 3500HD SLE W/UTILITY BODY	TRUCK - GMC 3500
2015	GMC SIERRA 3500HD SLE W/UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2008	GMC 5500 SIERRA W/ CURRY SERVICE BODY	TRUCK - GMC 5500
1996	INTERNATIONAL 4700 ENCLOSED UTILITY TRUCK	TRUCK - INT'L 4700
1994	FREIGHTLINER FL80 FUEL & LUBE TRUCK	TRUCK - LUBE TRUCK
2013	MACK CHU613 FUEL & LUBE TRUCK	TRUCK - LUBRICATION TRUCK
1970	MACK DM487S CAB & CHASSIS	TRUCK - LUBRICATION TRUCK
1999	FORD F-450 STAKE BODY TRUCK	TRUCK - RACK
2013	MITSUBISHI FUSO CANTER 16' RACK TRUCK	TRUCK - RACK
2016	FORD F-550 12' RACK TRUCK 4X4	TRUCK - RACK
2004	INTERNATIONAL 4300 FLAT BED TRUCK	TRUCK - RACK
1995	FREIGHTLINER FLD120 T/A - 18' FLAT BED TRUCK	TRUCK - RACK
2010	INTERNATIONAL 4300 LONG BED RACK w/ WATER TANK	TRUCK - RACK
2017	DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4	TRUCK - RACK
2011	MACK GU713 w/AMERICAN ROLL-OFF BODY	TRUCK - ROLL-OFF



EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2016	JEEP CHEROKEE	TRUCK - SUV
2010	GMC YUKON XL DENALI	TRUCK - SUV
2015	GMC YUKON DENALI XL	TRUCK - SUV
2015	JEEP CHEROKEE	TRUCK - SUV
2015	JEEP CHEROKEE	TRUCK - SUV
2015	GMC YUKON DENALI XL	TRUCK - SUV
2015	JEEP GRAND CHEROKEE	TRUCK - SUV
2015	JEEP GRAND CHEROKEE LIMITED	TRUCK - SUV
2017	GMC YUKON XL DENALI	TRUCK - SUV
2017	GMC YUKON DENALI	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LAREDO	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LIMITED 4X2	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LIMITED 4X2	TRUCK - SUV
2018	CADILLAC ESCALADE ESV	TRUCK - SUV
2018	GMC YUKON DENALI	TRUCK - SUV
2016	FORD EXPLORER	TRUCK - SUV
2011	FORD ESCAPE	TRUCK - SUV
2016	JEEP PATRIOT SPORT	TRUCK - SUV
2019	GMC YUKON DENALI	TRUCK - SUV
2003	CHEVY TRAILBLAZER SUV	TRUCK - SUV
2006	CHEVY EQUINOX LT SUV	TRUCK - SUV
2009	CHEVY TRAVERSE SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2017	JEEP GRAND CHEROKEE - OVERLAND EDITION	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LAREDO	TRUCK - SUV
2010	TOYOTA TUNDRA CREW CAB P/U	TRUCK - TOYOTA SMALL
2004	INTERNATIONAL 4300 UTILITY TRUCK w/ FRONT CAPSTAN WINCH	TRUCK - UTILITY
2005	INTERNATIONAL 4200 UTILITY TRUCK	TRUCK - UTILITY
2004	INTERNATIONAL 7300SFA SERVICE TRUCK	TRUCK - UTILITY

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1998	FORD LT9513 VACTOR TRUCK w/ 4,000 GAL. TANK & PUMP	TRUCK - VAC
2006	INTERNATIONAL 7400 T/A w/ VACTOR 2112-824RCS-16 - SEWER & JET RODDER SYSTEM	TRUCK - VAC
2019	VACTRON CS870GT TRAILER MOUNTED VAC SYSTEM	TRUCK - VAC
2002	INTERNATIONAL 1652SC STEP VAN	TRUCK - VAN
2000	WORKHORSE P30 STEP VAN	TRUCK - VAN
2005	CHEVY 2500 PANEL VAN	TRUCK - VAN
2005	CHEVY 2500 EXPRESS PANEL VAN	TRUCK - VAN
2010	GMC SAVANA 2500 VAN	TRUCK - VAN
2013	GMC SAVANA 3500 - 15 PASSENGER VAN	TRUCK - VAN
2016	FORD E-350 - 15 SEAT TRANSIT PASSENGER VAN	TRUCK - VAN
1989	FORD F-800 TANK TRUCK w/ 1,500 GAL. TANK & PUMP	TRUCK - WATER
1990	INTERNATIONAL 4900 T/A TANK TRUCK w/ 2,000 GAL. TANK	TRUCK - WATER
1997	FREIGHTLINER FL70 WATER TANK TRUCK	TRUCK - WATER
2008	KENWORTH T-300 T/A WATER TRUCK	TRUCK - WATER
2008	FORD F-650XL WATER TRUCK	TRUCK - WATER
	CLINE WATER TRUCK	TRUCK - WATER
1971	MACK U885ST WATER TRUCK	TRUCK - WATER
1993	MACK DM690S WATER TRUCK	TRUCK - WATER
2006	CATERPILLAR 730E ARTICULATED WATER TRUCK	TRUCK - WATER TRUCK
2007	GMC SIERRA 4X2 3500HD	TRUCK - WELDER
2015	GMC SIERRA 3500 DOUBLE CAB w/8' READING BODY- DUALY	TRUCK - WELDER
2002	FREIGHTLINER FL70 w/UNDERGROUND PULLER	TRUCK - WINCH
2014	ISUZU NPRHD CONE TRUCK	TRUCK -MOT
	I.C.E. VIBRATORY DRIVER/EXTRACTOR	VIBRATORY DRIVER
2007	MABEY- EXCAV. MOUNTED VIB. HAMMER	VIBRATORY HAMMER
	MULTIQUIP DCI-300SSI WELDER / GENERATOR	WELDER

State of Florida

Department of State

I certify from the records of this office that FERREIRA CONSTRUCTION SOUTHERN DIVISION CO. INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on April 9, 2004.

The document number of this corporation is F04000001981.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 3, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2022*



Randy Bee
Secretary of State

Tracking Number: 5918948026CC

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

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

THIS CERTIFIES THAT

Ferreira Construction Co., Inc.



* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

* NAICS Code(s): 237310; 237120; 237130; 238110; 238910; 237110; 238210

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/15/2024

Issued Date

NY03859

Certificate Number

05/15/2025

Expiration Date

Ying McGuire
NMSDC CEO and President

Terrence Clark, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

5300	James Black	Private Properties Long Beach LLC	Clark Construction Group CA LP	Alex Popalis, 949-346-0905, alex.popalis@clarkconstruction.com	Install sewer SDR35 Pipe 150 LF of 8", 36 LF of 6" VCP Clay Pipe, See Chemicals, Concrete Water Line 300 LF of 8" Ductile Iron Pipe, 1-4" Gate Valve, 2-0" Gate Valves, 1-1/2" Hydrant, 4-1" water service, 12" HDPE Hot Tap water main, Storm Drain Line 300 LF of 4" perforated pipe, 1,800 LF of 8" SDR35, 400 LF of 8" SDR35, 540 LF of 12" SDR35, 200 LF of 12" SDR35, 350 LF of 12" SDR35, 2-Mechanical, 8-Catch Basins, 47-Plastic Drains, Clean, Pump & Mechanical 544	Long Beach, CA	\$ 1,413,534.00	03-20	Current	Y
5156	Bree Scott	California Water Service Company	California Water Service Company	Audrey Oh, 310-257-1441, aoh@calwater.com	624 LF of 24" DI (Bisphenol A) Pipe, 1,500 LF of 12" DI Pipe (Push-On); 665 LF of 24" CL&C Steel Pipe; 168 LF of 6" PVC Pipe; 24" CL&C Steel Pipe offset; 12" CL&C Steel Pipe Offset; 24" to-be-to existing 24" 12" to-be existing 12", 24" to-be to existing 24", 8" to-be to existing 8"	Merced, CA	\$ 1,401,777.00	Feb-18	Jan-19	Y
5359	Bree Scott	Moulton Niguel Water District	Moulton Niguel Water District	Edi Warr, 949-451-2500, ewarr@mncwd.com	The 1) Improve the existing 1000' Fences, Gates, Lighting & Driveway Improvements, Water and Sewer Service Lines and	Merced Valley, CA	\$ 1,397,277.00	Dec-13	Apr-14	Y
5359	Javier Flores	Rialto Bioregion Facility	Rialto Bioregion Facility	Legal Department legal@rialtocal.com	8" PVC Sewer Line 4,000 LF, 8" Gate Valves 6,00 EA, Manholes 3,00 EA	Rialto	\$ 1,392,163.00	Jun-21	Current	Y
5397	Good Johnson	Eastern Municipal Water	Eastern Municipal Water	Nick Klokian 951-423-3777 klokian@emw.org	Perform geotechnical borings, design and construct of existing embankment concrete block wall protection, clearing, grubbing and site excavation, dewater the site as required, install new embankment concrete block wall protection, paving, and repair existing concrete encasement of the sewer	Fontana, CA	\$ 1,392,000.00	Jul-21	Oct-21	Y
5113	Bree Scott	GSWC	GSWC	Melvinne Flores 909-837-0111 m334	Install 1000 LF of 8" PVC Water Main, 78 6" to 2" Water Services, 11 Fire Hydrants, 13 Tea Traps	Channahon, CA	\$ 1,271,525.33	Mar-17	Jun-19	Y
5255	Good Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Adam Almaraz, P.E., 909-953-1402, aalmaraz@ieua.org	Remove & Replace 842 LF of 12" Steel hot water pipe, Install 60 valves outside in pipe gallery, Remove and replace 20 valves on existing piping	Ontario, CA	\$ 1,208,000.00	Sep-20	Current	Y
5300	Javier Flores	Moulton Niguel Water District	Moulton Niguel Water District	Edi Warr, 949-451-2500, ewarr@mncwd.com	On-Call Emergency Construction and Maintenance/Pipe Work	Laguna Hills, Laguna Niguel, Aliso Viejo, Mission Viejo	\$ 1,189,855.35	Jul-20	Current	Y
1896	Scott Johnson	City Of Rialto	RSC Engineering	RSC-Kenneth Bramel 714-491-4205	Installing 3,000 LF of 18" 10 gauge steel C&G Victrolas, 26 LF New Concrete Waterline, Install 114) 8" Fire Hydrants, 250 2" Services	Rialto, CA	\$ 1,001,375.00	Nov-16	Jun-17	Y
4176	Keith Wallace	Merced County Board of County Commissioners	Merced County Board of County Commissioners	Nancy Landry, Park Planning and Development Administrator Phone Number: (773) 221-1318 Email: nlandry@merced.ca.us	1,400 LF of shoreline stabilization, Over 18,000 CY excavation, Water service demolition and restoration, soil banking and slope stabilization, electrical construction, lighting substations	Stanislaus, CA	\$ 1,000,000.00	May-16	Apr-19	Y
1527	Bree Scott	City of Oxnard	City of Oxnard	Shawnee Madsen - (714) 522-8927 smadsen@oxnard.com	Install 2000 LF of 12" PVC, 160 LF of 12" CPVC, 140,000 LF of 4" Gate Valves, 7 Air Vents and 1 Wheelhead Filling Station	Oxnard, CA	\$ 868,547.00	Jun-15	Aug-15	Y
5273	Bree Scott	City of Corona	City of Corona	Carol Appel, 951-276-3600, carolapp@coronacal.gov	Install 2000 LF of 12" Ductile Iron Pipe, 15 LF of 4" DI Pipe, 10 LF of 10" DI Pipe, 2-1/2" DI Adapter & Clamping, 4-1/2" Gate Valve, 1-1/2" Gate Valve, 2-0" Gate Valve, 2 Sew 4 inch water services, 1- 8" Fire Service, 5-Fire Hydrants, 1-1" Air Vents	Corona, CA	\$ 805,092.00	May-19	Aug-19	Y
5300	Javier Flores	Moulton Niguel Water District	Moulton Niguel Water District	Edi Warr, 949-451-2500, ewarr@mncwd.com	Remove 2000 LF of 8" PVC and Replace with 8" PVC, Remove 50 LF of 8" PVC and Replace with 12" PVC, Remove 150 LF of 12" PVC and Replace with 18" PVC including valves, air vents, Manholes	Aliso Viejo and Mission Viejo	\$ 800,205.58	Jun-20	Feb-21	Y
1813	Bree Scott	Port of Long Beach	Port of Long Beach	Ruben Fabela- (562) 283-7215 rfabela@portoflongbeach.com	Remove and Replace 14 6" 20" Valves and install 6 1/2" & 20" Line Stops, Install 8" and 6" hot tap assemblies, Remove and replace 43 LF of 8" fire hydrant laterals, Install 140 LF of 8" ductile iron pipe	Port of Long Beach	\$ 868,093.00	May-16	Sep-16	Y
5162	Scott Johnson	San Gabriel Valley Water Company	San Gabriel Valley Water Company	Mark Y. Tomlin, P.E. 626-448-6188	San Gabriel Valley Water Company PG Retub - Install water pipe - 12", 18" & 24" Install water fixtures/service	Fontana, CA	\$ 804,414.00	Jun-18	May-19	Y
1864	Bree Scott	MWD	MWD	Steve Mark - (949) 85-8396	Replace 3 Pressure Reducing Stations, Construct PRS vault with electrical service, 8" DIP, hot tap connections, air-vent assemblies, and existing walls, Remove and replace 100' of existing pipe - 12", 18" and 24" 2000 LF of 12" CPVC, 140,000 LF of 4" Gate Valves, 7 Air Vents and 1 Wheelhead Filling Station	Laguna Hills, CA	\$ 545,454.42	Aug-16	Jan-17	Y
5170	Scott Johnson	San Gabriel Valley Water Company	San Gabriel Valley Water Company	Mark Y. Tomlin, P.E. 626-448-6188	Install 300 LF of 12-3/4" GWSR pipe, 2-0" double service check valves, 2-6" 8" hydrants, Install 2540 LF of 12-3/4" GWSR pipe, 105 LF of 12-3/4" GWSR GB, 22 LF of 8-5/8" GWSR GB, 40 LF of 8-5/8" GWSR GB, 23 LF of 12-3/4" GWSR GB, and 7 short side service and connect lines, Install 210 LF of 12-3/4" GWSR pipe, 175 LF of 8-5/8" GWSR pipe	Various Location	\$ 540,000.00	Jun-18	Current	Y
1400	Bree Scott	City of Santa Fe Springs	City of Santa Fe Springs	David Bettsch - (562) 213-2349	Install 2581 LF of 8" DP 270 LF of 18" Jack & Bore	Santa Fe Springs, CA	\$ 785,691.00	May-14	Jul-14	Y
5294	Bree Scott	Inland Canyon Water District	Inland Canyon Water District	Michael Perna, 949-369-0277, mperna@inlandcanyonwater.com	On Call Emergency Work	Inland Canyon, CA	\$ 776,230.00	Apr-17	Current	Y
1638	Bree Scott	GSWC	GSWC	Justin Brown (909) 343-1407 ext 110	Install 5781 LF of 8" DP & 480 LF of 4" DP, 57- water services, 2-1/2" hydrants, 8-1/2" hydrants	San Ysidro, CA	\$ 741,570.00	Jun-18	Oct-18	Y
5123	Bree Scott	MWD	MWD	Steve Mark - (949) 85-8396	Remove, replace and install 4-1/2", 2-1/2", 2-1/2", 2-1/2", and 1-1/2" service valves, Remove and replace 8-8" and 1-1/2" gate valves, and 1-1/2" and 2-1/2" water services, Remove and replace 8-8" and 1-1/2" gate valves, and 1-1/2" and 2-1/2" water services, and 1-1/2" and 2-1/2" water services	Laguna Hills, CA	\$ 720,000.00	Oct-17	Apr-18	Y
5285	Bree Scott	City of San Clemente	City of San Clemente	Steven Ryan 949-381-6122 ryan@scm-cler.net	Install 2000 LF of 8" PVC Water, Fire Hydrants, Water Services, and 10 Tea Traps	San Clemente, CA	\$ 688,208.00	Jun-17	Sep-17	Y
1838	Bree Scott	MWD	MWD	Steve Mark - (949) 85-8396	Install 1050 LF of 8" PVC water main, 1" air-valve, 4" blow-off, hot tap connection, 8" gate valve, 6" fire hydrant, and 6" 8" 8" street valve	Upland, CA	\$ 605,838.00	May-16	Aug-16	Y

5302	Javier Flores	Inyo Ranch Water District	Inyo Ranch Water District	Thomas Binkowicz 949-453-2992	Remove and Replace 11 six Valve Lift Pumps and install access way 4x4 Clear Opening, and install Valve Stem Extension for each valve inside vault	Inyo, CA	\$ 652,026.00	Oct-20	Current	Y
200	Brian Scott	City of Chino Hills	City of Chino Hills	Jim Dyer (949) 364-2771	Install 3500 LF of 8" Water Main and 120 Water Services	Chino Hills, CA	\$ 645,963.00	Jul-14	Dis-14	Y
6256	Scott Johnson	Castroville Municipal Water District	Castroville Municipal Water District	Valerie Alley, 760-450-4101, valerie.alley@castroville.ca.gov	Installation of 27 New Recycled Water Services 24in Steel R/L Use PVC, 8in PVC, 18in CL, 20in PVC, 24in CL, 30in PVC	San Diego, CA	\$ 622,536.00	Apr-19	New-19	Y
5216	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Warren T. Green 909-680-1800	Emergency Construction Services	Chico, Ontario Rancho Cucamonga, California	\$ 614,366.00	Sep-10	Current	N
5300	Javier Flores	Coast Community College District	Coast Community College District	John Erikson, 714-438-6893, purchasing@coast.edu	Install 900 LF of 8" Fire Water, 1000 LF of 4" Domestic Water, Two Meter Valve, 600 LF of 2" & 4" Fire Stop, 120 LF of 6" Sewer, Two Sewer Cleanouts, Six Area drains, Remove 80-0 LF of existing Wastewater	Coastal Mass, CA	\$ 588,667.00	Dec-20	Current	Y
5129	Brian Scott	Lariver Homes	Lariver Homes	Jason Greenman (Marine City) 951-655-7025, jgreenman@marinercity.com	Install 2540 LF of 12" PVC Recycled Water, Water Services, Blow-off Air Valve, 4 Booster Pump Stations	Chico, CA	\$ 567,490.00	Oct-17	Jan-19	Y
1502	Brian Scott	City of Riverside	SEMA Construction	Abdullah Saleem - (949) 323-6923	Install 4100 LF of 18" Cast Iron, 100 LF of 8" R/CSP, 280 LF of 2" CP Steel Casing and 94 LF of 30" Steel Casing In New Bldgs Constructed for 91 Pwy Expansion	Riverside, CA	\$ 543,144.41	Oct-15	Mar-16	Y
203	Brian Scott	Port of Long Beach	Port of Long Beach	Ruben Fabado (562) 283-7245	Critical Valve Replacement- Remove & Replace 1-4", 5-4", 3-1/2" gate valves, Remove and Replace 3-20" Isolation valves, Remove and replace 8-2" distribution and blow off valve	Port of Long Beach	\$ 528,340.00	Jan-15	Jul-15	Y
1629	Scott Johnson	City of Pomona	City of Pomona	Timothy Hampton, PE 909 802-2100	Install 1200 LF of 12" galvnl DP water line, three blow offs and one of 4" regulator valves	Pomona, CA	\$ 508,172.00	Sep-10	Oct-10	Y
5243	James Beckel	Inyo Ranch Water District	Inyo Ranch Water District	Toni Lynch, 949-453-6566, lynch@rwed.com	Install 250 LF of 8" DP and 12 LF of 6" PVC Water Line and a properly installed valve	Lake Forest, CA	\$ 484,825.50	Dec-18	Jan-20	Y
1589	Brian Scott	SDWC	SDWC	Karen Fujikami - (714) 258-7711	Install 1500 LF of 8" CP, 200 LF of 6" CP, 28 Water Services, 4 fire hydrants and 8 blow-offs	Pomona, CA	\$ 461,863.00	Nov-15	Jan-16	Y
1524	Brian Scott	INWD	INWD	Steve Mark (949) 355-0100	On-Call Emergency Work	Alhambra, Laguna Hills and Azusa, CA	\$ 433,000.00	Oct-17	Jan-18	Y
1504	Brandah Perrele	Waste Management	Waste Management	Kevin Walker	On-Call Emergency Work	Corona, CA	\$ 400,000.00	Mar-15	Dec-20	Y
1473	Brian Scott	City of Chino Hills	City of Chino Hills	Paul Morley - (909) 364-2817	Install 960 LF of 12" HDPE via HDD and 115 LF of 12" PVC	Chino Hills, CA	\$ 287,980.00	Feb-19	Apr-19	Y
1625	Brian Scott	City of Arcadia	City of Arcadia	Timothy Lee (928) 256-6588	Remove & Replace 30" Gate Valves with base gasket and 3" bypass, install 1-30" Line Drop and 10 LF of 30" CM, steel pipe	Arcadia, CA	\$ 285,780.00	Mar-18	Sep-16	Y
5008	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Jerry Bunker (909) 313-8988	Custom Copper Water Preparing Facility Valve Replacement Project	Chico, CA	\$ 235,437.00	Mar-17	May-17	Y
1537	Brian Scott	INWD	INWD	Steve Mark - (949) 700-6789	Install 701 LF of 8" PVC, 4-4" and 1-4" Gate valves, 3 fire hydrants	Laguna Hills, CA	\$ 134,042.00	Jan-15	Mar-16	Y
5391	Javier Flores	City of San Clemente	City of San Clemente	Julie Schwind, 949-351-8234	Install temporary Recycled Water Line Bypass 524 LF of 12" HDPE Pipe, 61 LF of 12" Ductile Iron Pipe, 1-1" Air Valves, 2-12" Gate Valve	San Clemente, CA	\$ 133,782.00	Apr-21	Current	Y
1448	Brian Scott	LADWP	LADWP	Marcel Marlap - (213) 582-4147	PH Treatment & Discharge 508,000 gallons of Hydroblasted Water	Various locations through out Los Angeles	\$ 130,224.00	Oct-14	Oct-15	Y
1002	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Jerry Burke (909) 313-8588	Remove and replace existing flow meter station, install new control, wire for station and expand existing Moby control cabinet	Ontario, CA	\$ 127,564.00	Apr-18	Dec-18	Y
1891	Scott Johnson	City of Chino Hills	City of Chino Hills	Jim Dyer (909) 364-2771	Water & Sewer On Call 3 year contract	Chino Hills, CA	\$ 102,000.00	Jan-18	Current	Y
5270	Javier Flores	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Adam Altman, P.E. 909-680-1482, aaltman@ieu.org	Adjust Valve Covers to Ground, Install New Inflow Hascet w/ Breakaway Assembly, Install Ball Valve, Opened/Close In-line Valve	Ontario, Chino, R/C Cucamonga	\$ 76,345.00	May-19	Sep-19	Y
1531	Brian Scott	INWD	INWD	Steve Mark (949) 700-6789	Remove and replace 10" Water Main	Laguna Hills, CA	\$ 68,126.00	Sep-15	Mar-16	Y
5257	Brian Scott	Palmdale Canyon Water District	Palmdale Canyon Water District	Tom Leatham 949-453-2771, tleatham@pcwd.ca.gov	Replace 100 LF of 8" PVC, 4-4" and 1-4" Gate valves, 3 fire hydrants for parking area fire coverage work, Remove 10" CP, 2-12" CP, 2-12" CP	Laguna Hills, CA	\$ 65,922.00	Apr-18	Jul-20	Y
5353	Javier Flores	South Coast Water District	South Coast Water District	Morgan Case (949) 466-0205, morgan.case@scwd.net	On-Call Emergency Construction and Maintenance/Repair Work	Laguna Hills, CA	\$ 58,307.88	Oct-20	Current	Y
5272	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Christian Gomez, 909-680-1558, cgomez@ieu.org	Install new precast Concrete Filter & Valves, Install 8" PVC 400'	Chico, CA	\$ 28,825.00	July-19	Apr-19	Y

Dictinio "Tino" Garcia

SENIOR VICE PRESIDENT

Career Summary

Tino started his career with Ferreira in 1995, on one of the company's first civil projects, our main headquarters, followed by the Burnt Mills Road Bridge for Somerset County. Since then Tino has been a force behind our field operations in both New Jersey and Florida. Tino currently oversees our US Southeast Region Operations. Our Southern Division is heavily involved in civil, marine, and utility infrastructure, with a combined yearly revenue of \$60 Million.

As Senior Vice President, Tino promotes a respectful workplace environment, encouraging communication, unity, and teamwork. Tino's excellent leadership and management skills ensure that our heavy civil construction and utility operations are run efficiently and safely while focusing on our client and community relationships, the cornerstone of our business.

Among his many responsibilities, Mr. Garcia tracks project costs from inception to completion. This key role assures that he maintains constant contact with project management and all those onsite, making himself available to all his employees. Tino had developed many substantial relationships since beginning his career and he continues to foster them every day.

Professional Experience

Ferreira Construction Co., Inc. **1995 – Present**
Senior Vice President

M.J. Paquet **1989 – 1995**
Project Engineer

Education

New Jersey Institute of Technology, Newark, NJ
Civil Technology, 1987-1989

Middlesex County College, Edison, NJ
Associate of Science, Civil/Contracting Technology, 1987

Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively explains and interprets organizational policies and procedures
- Demonstrates strong personal effectiveness
- Demonstrates highly sophisticated skill and strategies
- Recognizes the need to concentrate on people rather than tasks
- Effectively develops employees
- Continuously finds new and better ways of performing job
- Builds strong sense of teamwork and purpose

Licenses/Affiliations

- Certified Asphalt Paving Technologist
- Florida General Constructors License
- UTCA – Board of Directors
- Marine Industry of Palm Beach – Board of Directors

FERREIRA

ROBERT HIGGINBOTHAM VICE PRESIDENT

Professional Summary

Mr. Higginbotham is Vice President for Ferreira Construction. He brings more than 25 years of heavy highway and heavy civil construction experience. He has managed and successfully completed roadway improvement projects for Florida Department of Transportation, local municipalities as well as private clients. Robert is a Licensed State of Florida Electrical Contractor and is the Electrical Qualifier for Ferreira Construction Southern. His extensive knowledgeable and experience includes Intelligent Transportation Systems, Traffic Signalization, Roadway Signing, Computerized Traffic Control and Electrical work. Mr. Higginbotham's extensive background has given him the knowledge in completing all aspects of the job, including but not limited to proposal development and budget management; quality control; scheduling; client, agency, and labor union negotiations; coordination with subcontractors and vendors; safety and personnel management.

Professional Experience

Ferreira Construction (2019-Present)

Vice President

Valiant Power South, LLC (2015-2019)

Vice President

The Signal Group, Inc. (1996-2015)

Executive Vice President/General Manager

Achievements:

- Implementation and management of electronic bidding delivery system
- Expanded SGI Fleet and personnel to maintain and operate three divisional offices and warehouses
- Expanded general revenue base by competitive marketing and production

Key Projects

Traffic Signalization, Signing and Highway Lighting Systems

- Palm Beach International Airport AS8
- I-95 Linton Blvd. South to Spanish River (HOV Lane) for the Florida Department of Transportation
- I-95 (SR #5) Linton Road to Hypoluxo Road, Palm Beach County
- I-95 (SR #5) Blue Heron Boulevard to 45th Street, Palm Beach County
- U.S. Highway 1 from Port St. Lucie Boulevard North to Rio Mar Drive, St. Lucie County
- I-95 (SR #5) from Blue Heron Boulevard to PGA Boulevard, Palm Beach County
- S.R.9 (FL Turnpike) to S.R.710 for the Florida Turnpike Authority
- Cross-Town Parkway Corridor for the City of Port St. Lucie; Segments I, II, III, IV, V
- Design Build of five Intersections for Martin County Board of County Commissioners

Intelligent Transportation Systems

- City of Boca Raton ITS Closed Loop System-Group #4; Installation of ITS and Video Detection
- Indian River County ATMS Groups 3 & 4
- City of Port St. Lucie Master Maintenance for ITS Systems

Affiliations

Florida Transportation Builders Association (FTBA)
Intelligent Transportation Systems of Florida (ITS)

Education/Licenses

Bachelor of Science in Agricultural Economics, Auburn University
State of Florida Electrical Contractor

Training/Certification

State of Florida Electrical Contractor
State of Florida Registered Master Electrician
State of Florida Department of Transportation Managerial and Engineering Seminars
IMSA Intermediate Work Zone Specialist
IMSA Traffic Signal Certification, Level I & Level II

FERREIRA

JOHN CIABATTARI VICE PRESIDENT

Professional Summary

Mr. Ciabattari is Vice President for Ferreira Construction. He brings more than 20 years of marine construction experience to his role. This experience makes Mr. Ciabattari an industry leader more than an industry superintendent. Therefore, his role in maritime projects is pivotal. Moreover, his knowledge foresight allows him to oversee projects under significant time, environmental, and budgetary constraints. His vast knowledge is an invaluable asset to the Ferreira organization.

Professional Experience

Ferreira Construction Company – Southern Division (2011 – Present)

Vice President

Northgate Construction Company (2004 – 2011)

Owner

Managed concrete and excavation company, including advertising, working with clients, preparing estimates, project supervision, permitting with various agencies, customer service, equipment and manpower management, accounts receivable and payable, payroll and daily operations. Heavy equipment operation when required and running the daily field operations. Projects included site work, concrete foundations, and utility installation for commercial projects.

Pile Foundation Construction (1988 – 2004)

Project Manager/Field Superintendent

Managed the day-to-day field operations for a marine construction company. Work included estimating, negotiating change orders, meeting with various city agencies, coordinating subcontractors, ordering materials, supervising manpower and equipment. His daily responsibilities included moving barges, installing temporary work platforms, driving piles, installing sheeting, constructing new bullheads, constructing new piers, underpinning existing foundations, installing caissons with rock sockets, dredging, installing pile wraps, new fender systems and all related concrete work associated with his projects.

Joki Fishing Corp. (1984 – 1988)

Captain

Maintenance, fueling, docking and supervision of crew for a 90-foot sightseeing/fishing boat. Coordinated subcontractors, staff, advertising, accounts receivable and payable, payroll and daily operations.

Professional Licenses

CDL, A license – 100-ton Masters License

Joshua Lee, PSM

LEAD SURVEYOR

Career Summary

Joshua joined Ferreira in 2018, with over 20 years of experience in survey operations. Joshua supervises, assigns, coordinates, reviews, and participates in the work of staff responsible for performing field survey work. Additionally, Joshua will initiate and direct survey projects in progress, check survey measurements and readings for accuracy and consistency. As a leader, Joshua encourages his team to always be open to change and to participate in continuous learning opportunities. Some of Joshua's responsibilities include:

- Plans, organizes, and directs work of one or more survey parties engaged in surveying the Earth's surface to determine precise location and measurements of points, lines, areas, and contours for construction.
- Provides quantity calculations of materials
- Ensures proposed construction specifications are being followed during the course of construction

Professional Experience

Ferreira Southern Construction Co., Inc. **2018 – Present**
PSM, Lead Surveyor

Pinnacle Surveying, LLC **2016-2018**
Director of Survey Operations

Denes Land Surveys **2007-2016**
Land Survey Party Chief

Denuzzio & Associates **2002-2007**
Land Survey Party Chief

Education

University of Florida **2019-2020**
Geomatics Certificate, Geomatics

Palm Beach Atlantic University **1997-2001**
Bachelor of Science, Art

Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively develops organizational capabilities and integration of objectives
- Demonstrates natural leadership ability
- Proposes plans of action which are timely, realistic, and positive
- Excels in planning, forecasting, setting objectives, and determining courses of action
- Shows professional concern for quality of work
- Constantly seeks to broaden professional horizons

Training

- OSHA 30
- First Aide/CPR/AED
- FDOT MOT Advanced
- Professional Surveyor and Mapper

FERREIRA

**Frank J. Peluso Jr. CUSP, EMT
Health and Safety Manager**

Professional Summary

Mr. Peluso has been working in the Health and Safety field for over fifteen years developing and instituting safe work practice programs for the construction industry, and public sector. CPR, AED, fall protection, confined space, hazcom, hazwoper are just a few of the many training courses Frank teaches. He has worked on many Industrial, Pharmaceuticals, and Commercial projects throughout the USA which include Merck Pha, Catelet Pha., Navartis Pha, BMS Pha., Exxon Mobil, Phillips66, Motiva, Chevron, Phillips 66, Infinium. Frank has a track record for implementing policies and procedures, site audits on all levels in addition to making HASP's, SSHASP's, and OSHA compliant activities. He has instructed at many training centers, Rutgers, American Heart Association, American Safety, Health Institute and National Safety Council. Mr. Peluso's knowledge and training abilities in Industrial and Construction Health and Safety makes him an asset to the Ferreira Construction Team.

Professional Experience

Ferreira Construction Southern Division Co., Inc. (2018 – Present): Health and Safety Manager, Subcontractor Management, Instructor/Trainer, Auditor, Claims, Purchasing of supplies for safety.

Valiant Companies (2016-2018): Health and Safety Manager, Pre-Bid Analysis (ISNet, Browz, Avetta/Pics), Subcontractor management, Instructor, Auditor, DOT Compliance, Asset Management, & Claims Specialist.

Petillo Inc. (20014-2016): Director of Health and Safety, Trainer, OSHA Compliance, Aerial Photography and Video Specialist.

Haztek Inc. (2013-2014): Health and Safety Professional, Safety Site Coordinator, Hazmat, Confined Space Rescue Lead, OSHA Trainer, Auditor, Inspections, and Lead Trainer.

International Brotherhood of Electrical Workers Local 102 (2005-2018): Union Journeyman A Class, Med. Voltage Splicer, Equipment Operator, Site Emergency Medical Technician, Site Safety Officer.

Pleasant Plains Volunteer Fire Department Station 30 (2002-2017): Fire Fighter, EMT, Extrication Technician, Advanced Rescue Driver Secretary.

Pleasant Plains Volunteer First Aid Squad 33 (2009-2017): Chief Line Officer / EMT / Driver / Engineer / Jr. Cadet Ems Head Advisor.

Toms River Technical Rescue Team (2009-2017): Confined Space Rescue Technician / Man Power / High Angle Rescue / Ropes and Rigging.

Training

OSHA 502, 500– Construction Industry Instructor
IC-700, 800, 100, 200, 300 – FEMA Incident Command
IM-100 & 200 – FEMA Incident Management
Incident Safety Officer
OSHA 510, 40 Hazwoper, 8 Hazwoper Supervisor
Firefighter Level 1 & 2
Emergency Medical Technician
Extrication Technician
Haz-Mat Awareness & Operations for emergency services
Florida Advanced MOT
New Jersey Traffic Control Coordinator
FPL Switchman Trainer
PSEG Substation Awareness Trainer
NEXTERA Nuclear Radiation Responder & Trainer
AHA & ASHI – Level 9 First Aid/CPR/AED Instructor
NFPA70E
Hazard Communication Trainer
Equipment Trainer (Off-road Fork Lift, Excavator, Skid Steer)
S.T.A.R.T. & NJ State Police – Advanced Confined Space Rescue Specialist
Certified Emergency Vehicle Operator
SCOTT SCBA Specialist & Repair Tech
Medium Voltage Splicing to 75k
High Line Rescue
Wildland Firefighter S130 & S190
Drug and Alcohol Reasonable Suspicion Testing Advocate
NSC Defensive Driving 4 Instructor
C.E.U. Classes: Core 13, Start Triage, Sport Injuries, To Hell and Back Burn Patients, Elevator Emergencies, Diabetic Emergencies, Intel, Children with special needs, Prehospital Stroke Management, Street Drugs, Sport Injuries, Winter Emergencies, Pediatric patient assessment, wind driven fires, Sick or Not Sick.

Nicholas Payne

DIVISION MANAGER, FLORIDA OPERATIONS

Career Summary

Nicholas began his career with the Ferreira Family of Companies in April of 2022 as the Division Manager for our Hobe Sound, Florida Operations. Nicholas has over 25 years of experience in power, industrial, and utility construction, playing a lead role in our Utility Division. He oversees the performance of all our transmission & distribution, water/wastewater, and industrial projects to ensure profitability and timely execution of work while ensuring we are in line with established policies, practices, and procedures and maintaining close contact with the owner during all phases of the work. In addition, He is also responsible for ensuring safety, quality, productivity, and reporting.

His extensive experience working on projects over \$80 million, establishing long and short-term planning objectives for our regional office, and effectively managing the overall planning and implementation make him a key asset to our team.

Professional Experience

Ferreira Construction Co., Inc. **April 2022 – Present**
Division Manager

Williams Industrial Services, LLC **2012 – 2022**
Director of Operations Manager

Ronco Industrial Group **1997 – 2012**
Project Manager

Education and Certifications

Florida Community College of Jacksonville, A.S. in Industrial Management Technology

IBEW Electrical Apprenticeship Program

Key Skills

- Effectively communicates management decisions to achieve understanding and acceptance
- Cultivates strengths of teammates, maximizing the use of company resources to accomplish results
- Efficiently organizes, assembles, and arranges resources to meet goals
- Excels in analyzing and adjusting work procedures for maximum efficiency
- Develops programs to improve the effectiveness of the department and overall operation of the organization
- Successfully formulates strategies, tactics, and action plans to achieve results

Licenses

- Florida Underground Utilities License
- Kentucky State Electrical Masters License
- Florida State Electrical Master License

Brian F. Ely

PROJECT MANAGER

Career Summary

Brian joined Ferreira in 2022 as a Project Manager in our Jacksonville, Florida location. Brian began his career in 1982, designing storm drainage and wastewater treatment systems while working alongside various state agencies. Brian owned a successful mechanical and general construction business for 15 years in Florida. He is a licensed general contractor as well as a mechanical contractor. Brian has managed over \$200 million dollars of work for private and public utility companies. Brian is also responsible for but not limited to the following:

- Ensures project schedule and budget are clearly defined and understood. Overseeing project budget, forecasting, and cost estimation
- Supervises and manages project team members; sets goals and evaluates the performance
- Demonstrates Ferreira's safety culture by leading a safety-oriented approach to work
- Supervises all activities related to contract administration, change orders, submittals, procurement, and schedule

Professional Experience

Ferreira Construction Co., Inc. <i>Project Manager</i>	2022 – Present
Williams Industrial Services LLC <i>Project Manager</i>	2019 – 2022
Petticoat Schmitt Civil Contractors <i>Project Manager</i>	2017 – 2019
BECC Contracting Inc. <i>President/CEO</i>	2003 – 2017
Zachary Construction Corp. <i>Senior Project Controls Manager</i>	1998 – 2005

Education

The University of North Florida, Jacksonville, FL
Bachelor of Science, Construction Management - 1990

Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively explains and interprets organizational policies and procedures
- Demonstrates strong personal effectiveness
- Demonstrates highly sophisticated skill and strategies
- Recognizes the need to concentrate on people rather than tasks
- Effectively develops employees

Training

- OSHA 10
- Florida General Contractor License # CGC1505925
- Florida Mechanical Contractor License # CMC1249336

Al Vos

PROJECT MANAGER

Career Summary

Al started with Ferreira in 2021 as a project manager for our Jacksonville, Florida location. Al began his career in 1984 in Georgia and has traveled throughout the Continental United States. During his time, Al oversaw power, water, wastewater, and civil construction projects. Additionally, Al has managed regulatory compliance for major power companies located the SE region of the Union States as well as projects for the US Department of Defense. Al understands the importance of safety and promotes a culture of safety, awareness, and training. Al encourages his team to further educate themselves on standards and practices, allowing them to complete their projects safely, on time and within the allotted budget. Some of Al's responsibilities also include but are not limited to:

- Ensures project schedule and budget are clearly defined and understood. Oversee project budget, forecasting, and cost estimation
- Supervises and manages project team members; set goals and evaluate performance.
- Trains and develops direct reports utilizing on-the-job and internal and external training or development opportunities
- Demonstrates Ferreira's safety culture by leading a safety-oriented approach to work

Professional Experience

Ferreira Construction Co., Inc. <i>Senior Project Manager</i>	2022 – Present
Williams Industrial Services <i>Project Manager</i>	2019 – 2022
Jackson Electrical Authority <i>Inspector</i>	2018 - 2019
Williams Industrial Services, LLC <i>Project Manager</i>	2002 - 2018

Key Skills

- Cultivates strengths of his team
- Encourages employees to acquire proper skills, attitudes, and knowledge
- Excels in planning, forecasting, setting objectives and determining courses of action
- Demonstrates a systematic approach in carrying out assignments
- Recognizes the need to concentrate on people rather than tasks

Training

- OSHA 30



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
FERREIRA CONSTRUCTION CO. INC.

Cross Reference Name

FERREIRA CONSTRUCTION CO. INC.

Filing Information

Document Number F04000001981
FEI/EIN Number 22-3334957
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Last Event DROPPING DBA
Event Date Filed 02/20/2023
Event Effective Date NONE

Principal Address

31 TANNERY ROAD
BRANCBURG, NJ 08876

Changed: 01/09/2007

Mailing Address

31 TANNERY ROAD
BRANCBURG, NJ 08876

Changed: 01/09/2007

Registered Agent Name & Address

ROBERT A. BURSON, P.A.
900 SE OCEAN BOULEVARD
SUITE C-120
STUART, FL 34994

Name Changed: 11/18/2022

Address Changed: 11/18/2022

Officer/Director Detail

Name & Address

Title President

FERREIRA, NELSON
12630 Seminole Beach Rd
North Palm Beach, FL 33412

Title SR VP

GARCIA, DICTINIO
2836 Biarritz Drive
Palm Beach Gardens, FL 33410

Title SEC, TREASURER

PACHECO, LOU
197 CAROL JEAN WAY
BRANCHBURG, NJ 08876

Title SR VP

DELPOME, BRIAN
42 Phillhower Road
lebanon, NJ 08833

Title VP

Seelman, Michael C
16 Ramer Street
Flanders, NJ 07836

Title SR VP

VLIET, NANCY
19 Thomas Rd
Glen Gardner, NJ 08826

Title Sr. Vice President/ CFO

Killian, Jerome
158 Tyler Way
Yardley, PA 19067

Title VP

CIABATTARI, JOHN
1654 SW Foxpoint Trail
PALM CITY, FL 34990

Title VP

GARCIA, DANNY
9804 SW 161 PLACE
MIAMI, FL 33198

Title VP

HIGGINBOTHAM, ROBERT
12362 152nd St N
JUPITER, FL 33478

Title Professional Surveyor

Lee, Joshua R
1218 Georgia Ave
West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2023	02/03/2023
2024	01/18/2024
2024	02/08/2024

Document Images

02/08/2024 - AMENDED ANNUAL REPORT	View Image in PDF format
01/18/2024 - ANNUAL REPORT	View Image in PDF format
02/20/2023 - Drooping Alternate Name	View Image in PDF format
02/03/2023 - ANNUAL REPORT	View Image in PDF format
11/18/2022 - Reg. Agent Change	View image in PDF format
03/30/2022 - AMENDED ANNUAL REPORT	View Image in PDF format

01/03/2022 - ANNUAL REPORT	View image in PDF format
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03/07/2006 - ANNUAL REPORT	View image in PDF format
01/10/2005 - ANNUAL REPORT	View image in PDF format
04/09/2004 - Foreign Profit	View image in PDF format



**Board of County Commissioners
St. Johns County, Florida**

INVITATION FOR BIDS NO: 1954

LAS CALINAS BOULEVARD FORCE MAIN

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904.209.0150
www.sjcfl.us/Purchasing/index.aspx**

Final: 07/26/2024

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

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 - Attachment "D" – License/Certification List
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BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

Terms used within this Invitation for Bids (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise defined herein. Any definition provided herein, shall govern over the definitions provided in the Policy.

2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the Policy and associated procedures are incorporated into the Bid Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

3) MINIMUM QUALIFICATION REQUIREMENTS

Bidders must be fully licensed and authorized to do business in the State of Florida, must be registered with the State of Florida, Division of Corporations, and must be currently licensed as a **Certified General Contractor (CGC)** or **Certified Underground Utility and Excavation Contractor (CUC)** as of the submittal deadline for Bids.

The Bidder is to submit a list of any and all relevant experience within the last five (5) years with the proposed scope of work. The list must include the Client’s information, total contract value, and completion timeframes. The County reserves the right to check any and all references.

Bidders shall provide proof of qualifications by completing and submitting **Attachment “D” – License and Certification List** along with a copy of each license and certificate listed. All licenses and certifications must be valid and current as of the date the Bid is submitted.

FAILURE BY A BIDDER TO DEMONSTRATE MEETING OR EXCEEDING THE MINIMUM QUALIFICATION REQUIREMENTS STATED ABOVE, SHALL BE GROUNDS FOR DISQUALIFICATION AND REMOVAL FROM FURTHER CONSIDERATION FOR AWARD. The County reserves the right to request additional information regarding the qualification and experience of the Bidder in order to determine the responsibility of the Bidder to perform the specified work.

4) DESIGNATED POINT OF CONTACT

The County’s Designated Point of Contact for this IFB is Richard E. Poulin Jr., Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed, *in writing*, via email to rpoulin@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Bryan Matus, Senior Procurement Coordinator, at bmatus@sjcfl.us.

5) NON-MANDATORY PRE-BID MEETING/SITE VISIT

A Non-Mandatory Pre-Bid Meeting/Site Visit will be held on **Friday, August 16, 2024 at 9:00 AM** in the, St. Johns County Utility Department, 1205 State Road 16, St. Augustine FL 32084. Upon completion of the meeting, attendees will conduct a site visit. **Bidders are not required to attend the Pre-Bid Meeting, but it is strongly recommended by the County.** Bidders and sub-contractors are encouraged to visit the Project Site prior to the Non-Mandatory Pre-Bid Meeting in order to familiarize themselves with the site conditions.

6) QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o’clock (4:00PM EDT) on **Wednesday, August 21, 2024**, so that any necessary addenda may be issued in a timely manner. Any questions received after the above deadline will not be answered unless previously approved by the SJC Purchasing Director, Purchasing Manager, or other designated County Representative.

7) BID SUBMITTAL REQUIREMENTS

The submittal deadline for Bids shall be no later than **2:00PM EDT on Wednesday, September 4, 2024**. Bids must be submitted to:

SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Each Bidder must submit one (1) original hard copy of their Bid, in a sealed envelope or container, and plainly marked with the Bidder's full legal company name, mailing address, and recite: "Bid No: 1954; LAS CALINAS BOULEVARD FORCE MAIN". A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a fully copy of the Bid General Terms and Conditions.**

All mail delivered to the County is processed through SJC Central Receiving. Respondents must factor the additional time for processing when mailing their Proposals to the County. Any bids that are not delivered to the SJC Purchasing Department by the Submittal Deadline above shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Bids that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

Bidder shall assume full responsibility for timely delivery of their submitted Bid at the location designated above for receipt of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the established submittal deadline will not be considered and will be returned to the sender unopened.

Bidders must only submit **one (1) Bid** in response to this IFB. Oral, telephonic, telegraphic, or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the Bid Form must be initialed by the signer of the Bid. Failure to do so may cause the Bid to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form, nor qualify the submitted Bid in any manner. To do so will classify the Bid as being non-responsive.

Any submitted Bid must be signed by an approved representative of the Bidder, legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder, and must state the limits and duration of the delegation to the signing representative.

A Bid submitted by an agent must have a current Power of Attorney attached, certifying the agent's authority to bind the Bidder.

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

8) CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly, immediately after the submittal deadline provided herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

Rejection of Bids: The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

Bid Award: It is the intent of the County to award to the lowest and most responsive and responsible Bidder, based upon the Not-to-Exceed Bid Price.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Not-to-Exceed Bid Price and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

If only one (1) Bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and the Bid re-advertised, in order to best serve the needs of the County.

9) CONTRACT TIME

The Contractor shall have ten (10) business days from Contractor’s receipt of Notice of Award, to sign and return the awarded Contract”. The County intends to sign and return a fully executed Contract no later than seven (7) business days from receipt of all required documents from the Contractor, but no later than seventeen (17) consecutive calendar days from issuance of Notice of Award.

The Contract Time for completion of Work under the awarded Contract shall be commenced within ten (10) business days of the date provided in the Notice to Proceed. Construction of the project shall reach Substantial Completion within sixty (60) consecutive calendar days of the date provided in the Notice to Proceed, and shall reach Final Completion within fifteen (15) consecutive calendar days of the date of Substantial Completion.

If the Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due as determined by the following FDOT Standard Specifications for Road and Bridge Construction FY 2024-25 schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under.....	\$904
\$300,000 but less than \$2,000,000.....	\$1,685
\$2,000,000 but less than \$5,000,000.....	\$2,667
\$5,000,000 but less than \$10,000,000.....	\$3,813
\$10,000,000 but less than \$20,000,000.....	\$5,021
\$20,000,000 but less than \$40,000,000.....	\$7,442

\$40,000,000 and over..... \$10,224 plus 0.00005 of any amount over \$40 million
(Round to nearest whole dollar)

The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because the Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until the completion of Work to withhold Liquidated Damages from the Contractor's progress payments.

10) PAYMENTWORKS REGISTRATION

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants even if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system.

If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. However, in order to link the Supplier's current account with the County in PaymentWorks, the Supplier must provide the email to the person that is used on the Supplier's current account in PaymentWorks. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. The County cannot edit, input and/or bypass any portion of the registration for the Supplier. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us or Kayla Miller at kmiller@sjcfl.us.

11) BIDDER'S REPRESENTATION

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided herein, or as otherwise provided in an Addendum. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

12) BID DOCUMENTS

The Bid Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing Department. The Bid Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County ("County") shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of Bid Documents. The County, in making the Bid Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

13) INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the Bid Documents will be made by Addendum. Interpretations, corrections,

or changes of the Bid Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the Bid Documents by the County less than seven (7) days prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

14) SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been received by the Designated Point of Contact at least fourteen (14) calendar days prior to the submittal deadline for Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and testing data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders must not rely upon approval made in any other manner.

15) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

16) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the Bid Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and completing and submitting **Attachment "L"** – Acknowledgement of Addenda with the sealed Bid.

17) BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

18) MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice

to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

19) COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

20) BID SECURITY

Each submitted Bid must be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Not-to-Exceed Bid Price submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the County on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact, who shall execute the bond on behalf of the Surety shall affix to the bond, a certified and current copy of the Power of Attorney. The Surety Company shall meet all requirements as provided below. Any Bidder submitting a Bid Bond (not a certified or cashier's check) must also submit **Attachment "C" – Certificate as to Corporate Principal**.

The County shall have the right to retain the Bid Security until either (a) a Contract is executed and bonds, if required, have been furnished, or (b) the County has rejected all Bids, or (c) the period of time for which Bids are irrevocable has elapsed, so that Bids may be withdrawn.

If this Bid is not accepted within ninety (90) consecutive calendar days of the submittal deadline for Bids, or if the Undersigned delivers the executed Contract, all required documents and the required Bond, as provided in the Bid Documents, the Security shall be returned to the Bidder within seven (7) business days of issuance of Notice to Proceed.

21) BID BOND INSTRUCTIONS

A Bid Bond submitted, on the form provided herein, must be completed as follows:

- Type or Print Bidder's and Surety's names, mailing addresses, in the same language as in the Bid Documents;
- Have authorized representatives of the Bidder and Surety/Surety's Agent sign in the designated spaces;
- Attach a copy of Surety agent's Power of Attorney with an original signature of the Secretary or Assistant Secretary of Surety certifying the copy, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, provide book and page number.
- Submit one (1) original and one (1) duplicate, as prescribed herein for Submittal of Bids.

22) SURETY REQUIREMENTS

Any Surety issuing a Bond to the County, must meet the following requirements:

- Surety must be licensed to do business in the State of Florida;
- Surety must have a record of successful continuous operations for at least three (3) years;
- Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
- Surety must have fulfilled all of its obligations on all other bonds given to the County;
- Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

23) TAXES

Federal Excise and Florida Sales Tax, as well as any other applicable taxes, levies, duties, and assessments which Bidder is required to pay, must be included in the submitted Bids.

24) FORCE MAJEURE

Bidder pledges to perform the specified work barring any delays due to Force Majeure events, which are those events not reasonably foreseeable and beyond the control of both the Bidder and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, natural disasters, and other acts of God.

25) SUB-CONTRACTORS

Each Bidder shall identify any and all proposed sub-contractors and major material suppliers to be used if awarded a Contract, by completing and submitting **Attachment "E" – List of Proposed Sub-Contractors and Material Suppliers**. Bidders shall also include any and all licenses and certifications held by the proposed sub-contractors and material suppliers, as applicable, to demonstrate their qualifications for the portion(s) of work for which they are proposed. The County reserves the right to reject or disqualify any proposed sub-contractor or material supplier for failure to meet minimum qualification requirements, minimum experience requirements, or for previously documented failure to perform for the County. In the event the County rejects a proposed sub-contractor or material supplier, the County will notify the Bidder, in writing, and Bidder may, at their option, withdraw their Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in the submitted Bid Price. If Bidder fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may, at their option, disqualify the Bidder, at no cost to the County.

The County reserves the right to request additional information on any proposed sub-contractor and material supplier in order to determine whether or not the County finds them to be sufficiently qualified and responsible to satisfactorily complete the work for which they are proposed.

26) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023 (see Attachment "I").

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but the Contractor otherwise complied, shall promptly notify the Contractor, and the Contractor shall immediately terminate the contract with the subcontractor.

- d. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. The Contractor further acknowledges that the Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

27) PUBLIC CONSTRUCTION BOND

The awarded Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the awarded Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

The Public Construction Bond form will be provided to the awarded Contractor with the fully executed contract. The Contractor shall provide the recorded Public Construction Bond to the County within three (3) business days of receipt of the bond form and executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.**

Contractor shall record the Public Construction Bond with the St. Johns County Clerk of Courts, and obtain a certified copy of the recorded bond and provide to the SJC Purchasing Department. No work shall commence until the required bond has been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

28) WARRANTY

Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

29) INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its 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 Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, 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 Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

30) INSURANCE REQUIREMENTS

Bidders is to include in the submitted Bid, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Bidder’s ability to obtain the required coverages upon award may be grounds for Bidder being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of the Contract. No Work shall commence under the awarded Contract until Contractor has obtained all insurance coverages required by the Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by the Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of the Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in the Contract shall limit the Contractor to the minimum required insurance coverages found in the Contract.

The term “Additional Insured” shall mean St. John’s County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance

except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Department

Contractor shall procure and maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

31) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Unless otherwise provided by the County, the Agreement for completion of the specified work shall be written on the County's Master Construction Agreement.

32) GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under the awarded Contract. The awarded Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

33) COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service,

etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

34) TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Welding/Cutting/Brazing
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

35) TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

36) TEMPORARY TRAFFIC CONTROL (TTC) / MAINTENANCE OF TRAFFIC (MOT) (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employee when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

37) COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Contractor is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. The Supplier is responsible for all costs associated with complying with the Florida Trench Safety Act (90-96, Laws of Florida), effective October 1, 1990, and the Occupational Safety and Health Administration's excavation safety standard.

38) OWNER DIRECT PURCHASES

St. Johns County reserves the right to Owner Direct Purchase materials or equipment in accordance with Section 6.2.12 of the Policy, or implement other means in order to achieve related sales tax and other cost savings.

39) PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian

40) EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

41) PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Bidder are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

42) COMPLIANCE WITH FLORIDA STATUTE 287.138

1. Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.
2. Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name of Bidder

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with the requirements of the project, and having carefully examined the Bid Documents entitled for **BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision, insurance, and all other requirements necessary to complete the required Work for the following Not-to-Exceed Bid Price:

NOT-TO-EXCEED BID PRICE: All costs for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work are incorporated in the unit prices provided on the schedule of values.

\$ _____
Not-to-Exceed Bid Price (Written in Numerals)

\$ _____ /Dollars
Not-to-Exceed Bid Price (Written in Words)

Bidder shall insert the Not-to-Exceed Bid Price above, in numerals and in words.

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received: _____ No: _____ Date Received: _____

No.: _____ Date Received: _____ No.: _____ Date Received: _____

No.: _____ Date Received: _____ No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this submitted Bid, as principals, and that this Bid is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, is thoroughly familiar with, and has incorporated the requirements and specifications of the Bid Documents in this submitted Bid.

The Undersigned certifies that a full examination of the locations of the required work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all work in accordance with all requirements specified in the Bid Documents.

The Undersigned declares that the statements and representations made in this Bid are true in every respect and that the Bid is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this Bid or in any profits expected to accrue therefrom.

PAYMENT WORKS REGISTRATION (SEE PART I – GENERAL TERMS AND CONDITIONS – SUBSECTION 10):

Authorized POC: _____ Email Address for POC: _____
(Name typed or printed)

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "A"
Schedule of Values

BIDDERS MUST FILL OUT THE TABLES BELOW COMPLETELY. Failure to complete and submit the Schedule of Values may result in the bid proposal being deemed non-responsive and removed from consideration for contract award. Bidder shall complete and submit with their Bid Proposal this Schedule of Values to demonstrate the breakdown of costs included in the submitted Not-to-Exceed amount. Quantities provided herein are estimates only, presented for establishing the total value of the Bid. Actual cost of the project will be based on the unit prices and actual quantities for work satisfactorily completed in accordance with the provisions of the awarded contract.

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Cost	Total Cost
1	4" DR18 PVC FM BY OPEN CUT, RJ	LF	9	\$	\$
2	6" DR18 PVC FM BY OPEN CUT, RJ	LF	77	\$	\$
3	8" DR18 PVC FM BY OPEN CUT, RJ	LF	2	\$	\$
4	8" DR11 DIPS HDPE FM BY OPEN CUT	LF	1183	\$	\$
5	8" DR11 DIPS HDPE 14° BEND	EA	5	\$	\$
6	8" DR11 DIPS HDPE 16° BEND	EA	3	\$	\$
7	8" DR11 DIPS HDPE 22.5° BEND	EA	2	\$	\$
8	8" DR11 DIPS HDPE ADAPTERS	EA	6	\$	\$
9	6" MJ SLEEVES, RJ	EA	2	\$	\$
10	6"x6" MJ TEE, RJ	EA	1	\$	\$
11	6" MJ 90° BEND, RJ	EA	1	\$	\$
12	6" MJ PLUG, RJ	EA	1	\$	\$
13	6"x8" MJ CONC REDUCER, RJ	EA	1	\$	\$
14	8" MJ 11.25° BEND, RJ	EA	1	\$	\$
15	8"x4" MJ REDUCER, RJ	EA	1	\$	\$
16	4" MJ 90° BEND, RJ	EA	1	\$	\$
17	4" MJ TEE, RJ	EA	1	\$	\$
18	4" MJ SOLID SLEEVE, RJ	EA	2	\$	\$
19	4" FOSTER ADAPTER	EA	3	\$	\$
20	4" MJ CAP, MJ	EA	1	\$	\$
21	4" MJ VERTICAL GATE VALVE, RJ	EA	1	\$	\$
22	6" MJ VERTICAL GATE VALVE, RJ	EA	1	\$	\$
23	8" MJ VERTICAL GATE VALVE, RJ	EA	2	\$	\$
24	8" DR11 DIPS HDPE FM BY HDD (Dosel Lane – STA 108+00.00 to STA 111+97.64)	LS	1		\$
25	8" DR11 DIPS HDPE FM BY HDD (Barbella Circle – STA 114+61.13 to STA 118+85.12)	LS	1		\$
26	8" DR11 DIPS HDPE FM BY HDD (Calle De Paz (1) – STA 119+71.96 to STA 122+50.03)	LS	1		\$
27	8" DR11 DIPS HDPE FM BY HDD (Pantano Vista Way – STA 122+53.36 to STA 126+61.39)	LS	1		\$
28	ARV ASSEMBLY	EA	4	\$	\$
29	GROUT FILL EXISTING 4" FORCE MAIN	LF	2630	\$	\$
30	ABANDON EXISTING ARV AND MANHOLE/VAULT	EA	2	\$	\$
31	REMOVE AND REPLACE LIGHT POLE	EA	2	\$	\$
32	CONCRETE DRIVEWAY REPAIR	SY	33	\$	\$

33	CONCRETE SIDEWALK REPAIR	SY	45	\$	\$
34	PEDESTRIAN CROSSING	EA	3	\$	\$
35	ALLOWANCE FOR PERMIT FEES AND MATERIALS	LS	1		\$ 20,000.00
36	MOBILIZATION/DEMOBILIZATION	LS	1		\$
37	MAINTENANCE OF TRAFFIC (MOT)	LS	1		\$
38	CONSTRUCTION BOND AND INSURANCE	LS	1		\$
Not-to-Exceed Bid Price (Items# 1-38)				\$	

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "B"
ST. JOHNS COUNTY AFFIDAVIT

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the firm of _____ (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for Bid No: 1954; LAS CALINAS BOULEVARD FORCE MAIN, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm, or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Bid. Furthermore, neither the Bidder nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant who is personally known to me or has produced _____ as identification. Type and number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "C"
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then _____ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

Signature of Secretary

Full Legal Name of Bidder

STATE OF _____

COUNTY OF _____

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this ___ day of _____, 2024, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "E"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIER LIST

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "G"
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, 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 or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "H"
CLAIMS, LIENS, LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes _____ No _____

If yes, please attach additional sheet(s) to include:

- Description of every action Captions of the Litigation or Arbitration
- Amount at issue
- Name (s) of the attorneys representing all parties:
- Amount actually recovered, if any
- Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
- Yes _____ No _____ If yes, on separate sheet(s), provide an explanation of those instances.
6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes _____ No _____ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.
8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes _____ No _____ If yes, on separate sheet(s) explain in detail.

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ ("Affiant"), being duly authorized by and on behalf of _____ ("Bidder") hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Bidder's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "J"
EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,

1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "K"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, _____ ("Affiant"), being duly authorized by and on behalf of _____ ("Bidder") hereby swears or affirms as follows:

- 1. The principal business address of Bidder is: _____
2. I am duly authorized as _____ (Title) of Bidder.
3. 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 bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of 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.
5. I understand that "affiliate" is defined in Section 287.133 of 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 enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20__, by Affiant, who is [] personally known to me or [] has produced _____ as identification.

Notary Public

My Commission Expires

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

ATTACHMENT "L"
ACKNOWLEDGEMENT OF ADDENDA

Bidder hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the IFB Documents. By acknowledging the Addenda listed below, Bidder hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Bidder's Bid. Failure to acknowledge and incorporate issued Addenda may result in a Bidder being deemed non-responsive to the requirements of the IFB, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S REPRESENTATIVE	TITLE OF BIDDER'S REPRESENTATIVE	SIGNATURE OF BIDDER'S REPRESENTATIVE

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

BID BOND

STATE OF _____

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ (Full Legal Name of Bidder) as Principal, at _____ (Address) and _____ as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, by these presents, unto St. Johns County, Florida, as Obligee, in the penal sum of five percent (5%) of the Not-to-Exceed Bid Price, or _____ Dollars (\$ _____) lawful money of the United States.

WHEREAS, the Principal has submitted a Bid for **Bid No: 1954; LAS CALINAS BOULEVARD FORCE MAIN** dated _____, 2024:

- (a) If the Principal shall not withdraw said Bid within ninety (90) days of the opening of Bids by the Owner, and shall enter into a written Contract with the County within ten (10) business days after prescribed forms are provided to Principal for signature, in accordance with the Bid Documents, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, the Principal shall pay the County the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, of 2) the difference between the amount specified in the Principal's Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid including the administrative costs to effect such contract, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have signed and sealed this instrument under their several seals, on this _____ day of _____, 20____, the name and corporate seal of Principal and Surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 1954; LAS CALINAS BOULEVARD FORCE MAIN

PRINCIPAL:

WITNESSES:

Full Legal Name of Principal

Signature of Authorized Officer

Printed Name & Title of Signing Officer

Mailing Address

City, State, Zip Code

Email Address of Signing Officer

SURETY:

Full Legal Name of Surety

Signature of Authorized Surety Agent

Mailing Address of Local Agency

City, State, Zip Code

Email Address of Surety Agent

Attorney-in-Fact Signature

