



City of Edgewater, Florida
Purchasing Division
Pat Drosten, Purchasing Specialist
104 North Riverside Drive, Edgewater, FL 32132

[MASCI GENERAL CONTRACTOR, INC.] RESPONSE DOCUMENT REPORT

ITB No. ITB 25-PW-05

G2-G11 Canal Improvement Project Construction of Group A

RESPONSE DEADLINE: November 4, 2025 at 10:00 am

Report Generated: Thursday, November 13, 2025

Masci General Contractor, Inc. Response

CONTACT INFORMATION

Company:

Masci General Contractor, Inc.

Email:

masciestimate@mascigc.com

Contact:

Leticia Masci Ferreira

Address:

5752 S. RIDGEWOOD AVE
PORT ORANGE, FL 32127

Phone:

(386) 322-4500 Ext: 101

Website:

N/A

Submission Date:

Nov 4, 2025 8:09 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Oct 15, 2025 10:11 AM by Leticia Masci Ferreira

Addendum #2

Confirmed Oct 15, 2025 10:11 AM by Leticia Masci Ferreira

Addendum #3

Confirmed Nov 3, 2025 3:27 PM by Leticia Masci Ferreira

QUESTIONNAIRE

1. Familiarity with Project*

Pass

By submitting a response to this solicitation, the Bidder hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the G2-G11 Canal Improvement Project Construction of Group A.

Confirmed

2. Terms and Conditions of Contract*

Pass

The bidder acknowledges that by submitting a response to this solicitation, they are bound by the following:

The City has developed standard contracts/agreements. The selected Contractor shall submit a signed copy of the contract attached with this document as a part of the bid submittal. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this ITB shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

By submitting a response to this solicitation, the Proposer acknowledges that they have read and understood all specifications, terms and conditions outlined in this ITB In addition they proposer confirms that all required documents listed in this solicitation have been signed in spaces indicated and uploaded within the ProcureNow platform.

Confirmed

3. W9

Pass

Please download the below documents, complete, and upload.

- [W-9 2024.pdf](#)

W9.pdf

4. Insurance Requirements*

Pass

By submitting a response to this solicitation, the Proposers acknowledges that they understand the insurance requirements of the attached specifications and that the evidence of insurability may be required within five (5) days of the award of ITB.

Confirmed

5. Standard Construction Agreement*

Pass

Please upload a completed, signed copy of Standard Construction Agreement here.

Leave the dates in the introductory paragraph blank. They will be completed upon final execution of the agreement to the selected vendor/firm.

- [ITB 25-ES-05 - G2-G11 Canal...](#)

Construction_Agreement.pdf

6. Declaration Statement/Document Notification Affidavit*

Pass

Please download, complete and upload the Declaration Statement/Document Notification Affidavit here.

- [Declaration Statement.pdf](#)

Declaration_Page.pdf

7. CDBG Certification Forms*

Pass

Please download the below CDBG Certification Forms, complete, and upload.

- [Certification Forms fom CDB...](#)

Certifications_CDBG_Forms.pdf

8. Acknowledgement of CDBG Supplemental Conditions*

Pass

Respondent acknowledges they have reviewed and understand CDBG Supplemental Conditions, which are included in this solicitation as Attachment "C"

Yes

9. Reference Form*

Pass

Please download the below documents, complete, and upload.

- [References.2.pdf](#)

Bid_References.pdf

10. Subcontractor List*

Pass

Please download the below documents, complete, and upload.

- [Subcontractor List.pdf](#)

Subcontractor_List.pdf

11. Bid Bond Requirement*

Pass

A general bid bond form is attached for convenience. Please complete and upload a bid bond form. Additionally, the original completed bid bond must be sent per instructions to bidders.

- [Bid Bond Form.pdf](#)

Bid_Bond.pdf

12. Bid Bond Confirmation*

Pass

The lowest responsible/responsive bidder agrees to produce the hard copy original Bid Bond, prior to the Notice of Recommendation or Council Hearing date, if requested by the City. Failure to do so may result in the bid being deemed non-responsive.

Confirmed

13. Employment Eligibility Verification System (E-Verify) Acknowledgment*

Pass

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify) to do the following:

- A. Enroll in the U.S. Department of Homeland Security's E-Verify system; <https://www.e-verify.gov/employers/enrolling-in-e-verify>
- B. Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- C. Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- D. Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Confirmed

14. E-Verify documentation*

Pass

Please upload your E-Verify MOU, copy of your enrollment email or similar document confirming enrollment in E-Verify.

E-Verify_Employer_MOU.pdf

15. E-Verify non-enrolment justification

Pass

If you did not upload documentation regarding enrollment in E-Verification, please provide your justification here.

MUA uploaded

16. Human Trafficking Affidavit*

Pass

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of any nongovernmental entity that is executing, renewing, or extending a contract with the City of Edgewater.

Please download the below documents, complete, and upload.

- [Human Trafficking Affidavit...](#)

HUMAN_TRAFFIC.pdf

17. Vendor Information/Bidders Qualifications

TYPE OF FIRM*

Pass

Please select the type of firm for your organization.

Corporation

CORPORATION - STATE*

Pass

If firm is a corporation, please list state in which it is incorporated. If you did not select corporation, please type N/A.

Florida

OTHER*

Pass

If you selected other, please list the type of firm. If you did not select other, please type N/A.

n/a

AUTHORIZATION*

Pass

By submitting a response to this solicitation, the Bidder certifies that the firm is authorized to do business in the state of Florida.

Confirmed

YEARS IN BUSINESS*

Pass

Please provide the number of years you have been in business under this firm.

21

MAJOR WORK*

Pass

Please list major work presently under contract and include the following information for each item:

Percentage of Completion

Project

Contract Amount

Uploaded in 18.5

CURRENT PROJECTS*

Pass

Please list current projects on which your firm is the candidate for award.

Uploaded in 18.5

PROJECT COMPLETION*

Pass

Have you, at any time, failed to complete a project?

No

STATE OF LITIGATION*

Pass

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes

ADDITIONAL DETAILS*

Pass

If you answered yes to Project Completion and/or State of Litigation, submit details here. List all lawsuits that have been filed by or against your firm in the last five (5) years.

Masci General Contractor provides this information to disclose its prior lawsuits as required by the solicitation documents for the Project. Set forth below is information relating to the lawsuits and regulatory/civil actions Masci General Contractor, Inc. and/or its affiliates (“Masci”) have been involved in within the past five (5) years.

-

Government Litigation Matters

-

Masci discloses the litigation matters it has been involved in within the past five (5) years in which the opposing party was a governmental entity:

-

- A. Masci General Contractor, Inc. v. Melbourne Airport Authority; Brevard County, Florida; Circuit Court Case No. 2025-CA-041109

Nature of Dispute: Bid protest challenging the Melbourne Airport Authority’s improper rejection of Masci’s bid on the Melbourne Orlando International Airport Taxiway A Rehabilitation Project. The lawsuit seeks declaratory and injunctive relief against the Melbourne Airport Authority for alleged violations of Florida’s competitive bidding laws.

Outcome: This case is currently pending.

Impact on Current Bid: Masci does not intend for this matter to have an impact on its ability to perform on this Project.

- B. Masci General Contractor, Inc. v. Brevard County, Jacobs Engineering Group, Inc., Frazier Engineering, Inc., City of Melbourne, City of West Melbourne, AT&T Corp., and Florida Power & Light Company; Brevard County, Florida; Circuit Court Case No. 05-2015-CA-046973

Nature of the Dispute: Breach of contract action between Masci and Brevard County regarding failure to pay for additional work. Additionally, Masci brought negligence claims against the engineers for defective plans and failing to properly perform the construction administration services and against the City of Melbourne, the City of West Melbourne, AT&T, and Florida Power & Light for improper identification of utilities.

Outcome: Masci and defendants reached a settlement, and the case was dismissed as to the last defendant on December 19, 2022.

Impact on Current Bid: This matter does not have an impact on Masci's ability to perform on this Project.

- C. Masci General Contractor, Inc. v. City of Melbourne, Florida; Brevard County, Florida; Circuit Court Case No. 05-2013-CA-038116

Nature of the Dispute: Bid protest challenging the City of Melbourne's improper rejection of Masci's bid on the Babcock Street Phase 3- North Roadway Improvements Project. The lawsuit sought damages for the City's improper rejection of Masci's bid.

Outcome: The parties settled this matter and the case was dismissed on May 13, 2021.

Impact on Current Bid: This matter does not have an impact on Masci's ability to perform on this Project.

CITY PROJECTS*

Pass

List all work done on City of Edgewater projects in the past five (5) years, whether as an individual firm or as part of a joint venture.

Included in 9

FINANCIAL INFORMATION*

Pass

Please provide the following information here:

Bank(s) Maintaining Account(s)

Surety/Underwriter (if required)

1st Source Bank - Renee Lincoln - 904-481-6524

Florida Surety Bonds, Inc - Kim Niv - 407-478-6836

VENDOR INFO AND AGREEMENT FORM*

Pass

Please download the below documents, complete, and upload.

- [Vendor form for solicitatio...](#)

Vendor_Information.pdf

VENDOR ACKNOWLEDGMENT*

Pass

Pursuant to information for prospective Bidders for the above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Confirmed

ACCEPTANCE OF CONDITIONS*

Pass

Confirm Acceptance of Conditions listed in this solicitation (any exceptions must be listed in the following question.)

Yes

ACCEPTANCE OF CONDITIONS - EXCEPTIONS

Pass

List any exceptions to conditions listed in this solicitations. It should be noted that exceptions may render the submittal as non-responsive.

N/A

ACCEPTANCE OF CONDITIONS - EXCEPTIONS - UPLOAD

Pass

You may use this question to upload any documentation related to exceptions to the Acceptance of Conditions.

No_exceptions.pdf

18. Additional Forms to be Completed

LICENSING AND BONDING*

Pass

Please download the below documents, complete, and upload.

- [Licensing and Bonding Infor...](#)

Licenses.pdf

LIST OF MAJOR EQUIPMENT*

Pass

Please download the below documents, complete, and upload.

- [List of Major Equipment Ava...](#)

Equipment_List_2025.pdf

MAJOR MANUFACTURERS OR SUPPLIERS*

Pass

Please download the below documents, complete, and upload.

- [Major Manufacturers or Supp...](#)

Major_Manufacturers_or_Suppliers.pdf

SUBCONTRACTORS*

Pass

Please download the below documents, complete, and upload.

- [Major Subcontractors.pdf](#)

Subcontractor_List.pdf

CURRENT CONTRACTS - SCHEDULE A*

Pass

Please download the below documents, complete, and upload.

- [Schedule A - Current Contra...](#)

Work_On_Hand_11-3-25.xlsx

PREVIOUS EXPERIENCE - SCHEDULE B*

Pass

Please download the below documents, complete, and upload.

- [Schedule B - Previous Exper...](#)

Bid_References.pdf

TRENCH SAFETY AFFIDAVIT*

Pass

Please download the below documents, complete, and upload.

- [Trench Safety Affidavit.pdf](#)

trench_box.pdf

PRICE TABLES

BASE BID PRICING TABLE

All lines must be bid. Bid prices must include all freight charges and delivery charges for any and all material delivered FOB Destination to the worksite. ALL AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL CONDITIONS					
1.1	Mobilization and Demobilization	1	LS	\$285,000.00	\$285,000.00
1.2	Clearing, Grubbing	1	LS	\$175,000.00	\$175,000.00
1.3	Pre-Construction & Post-Construction Video	1	LS	\$2,000.00	\$2,000.00
1.4	MOT	1	LS	\$15,000.00	\$15,000.00
1.5	Certified As-Builts	1	LS	\$40,000.00	\$40,000.00
1.6	Field Locate/ Expose Existing Utilities	1	LS	\$25,000.00	\$25,000.00
DEMOLITION					
2.1	Demolition	1	LS	\$45,000.00	\$45,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
ESPC					
3.1	Erosion and Sedimentation Pollution Control	1	LS	\$20,000.00	\$20,000.00
WATERMAIN & SECTION RELOCATION					
4.1a	Knapp Ave WM Relocation (Ex. 6" ACP)	1	LS	\$23,965.00	\$23,965.00
4.1b	Wildwood Ave WM Relocation (Ex. 2" Galvanized)	1	LS	\$4,920.00	\$4,920.00
4.1c	Highland Ave WM Relocation (Ex. 2" Galvanized)	1	LS	\$4,920.00	\$4,920.00
4.1d	Oakridge Ave WM Relocation (Ex. 2" Galvanized)	1	LS	\$4,920.00	\$4,920.00
4.1e	Canal Rd WM Relocation (Ex. 6" PVC)	1	LS	\$23,760.00	\$23,760.00
4.1f	Old County Road WM Relocation (Ex. 2" Galvanized)	1	LS	\$9,840.00	\$9,840.00
4.2	Service Relocation	8	EA	\$1,200.00	\$9,600.00
SITWORK					
5.1	Excavation	1	LS	\$105,000.00	\$105,000.00
5.2	Roadside Fill	1	LS	\$25,500.00	\$25,500.00
5.3	Unsuitable Material Excavation/ Replacement	115	CY	\$15.00	\$1,725.00
5.4	Rock Excavation	35	CY	\$50.00	\$1,750.00
END TREATMENTS					

[MASCI GENERAL CONTRACTOR, INC.] RESPONSE DOCUMENT REPORT
 ITB No. ITB 25-PW-05
 G2-G11 Canal Improvement Project Construction of Group A

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6.1a	60" Straight Concrete Endwall (Single) (2 shown on plans)	2	EA	\$25,450.00	\$50,900.00
6.1b	54" Straight Concrete Endwall (Double) (2 shown on plans)	2	EA	\$28,790.00	\$57,580.00
6.1c	34" X 53" Straight Concrete Endwall (Single) (2 shown on plans)	2	EA	\$10,875.00	\$21,750.00
6.1d	36" Straight Concrete Endwall (Single) (1 shown on plans)	1	EA	\$11,185.00	\$11,185.00
6.1e	36" Straight Concrete Endwall (Double) (2 shown on plans)	2	EA	\$11,995.00	\$23,990.00
6.1f	29"x45" Straight Concrete Endwall (Double) (5 shown on plans)	5	EA	\$7,186.00	\$35,930.00
6.2a	18" Type U Endwall (1 shown on plans)	1	EA	\$3,999.00	\$3,999.00
6.3a	18" MES (2 shown on plans)	2	EA	\$3,800.00	\$7,600.00
6.3b	29" x 45" MES (double) (1 shown on plans)	1	EA	\$9,150.00	\$9,150.00
6.4a	Ditch Lining Rip Rap (230 TN shown on plans)	250	TN	\$185.00	\$46,250.00
6.5a	42" 45 Degree Concrete Wingwall (1 shown on plans)	1	EA	\$11,587.00	\$11,587.00
6.6a	12" HDPE Flared End Section (2 shown on plans)	3	EA	\$2,500.00	\$7,500.00
6.6b	15" HDPE Flared End Section (3 shown on plans)	4	EA	\$3,500.00	\$14,000.00
MANHOLES					
7.1a	8' Dia Manhole (2 shown on plans)	2	EA	\$14,932.00	\$29,864.00
7.1b	6' Dia Manhole (2 shown on plans)	2	EA	\$11,185.00	\$22,370.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7.1c	4' Dia Manhole (3 shown on plans)	3	EA	\$8,950.00	\$26,850.00
INLETS					
8.1a	Type C Inlet (17 shown on plans)	19	EA	\$7,383.00	\$140,277.00
8.1b	Type E Inlet (3 shown on plans)	4	EA	\$7,470.00	\$29,880.00
8.1c	18"X18" Yard Drain (2 shown on plans)	4	EA	\$2,732.00	\$10,928.00
STORM PIPE					
9.1a	60" RCP (40 LF shown on plans)	48	LF	\$729.25	\$35,004.00
9.1b	54" RCP (108 LF shown on plans)	120	LF	\$595.95	\$71,514.00
9.1c	42" RCP (79 LF shown on plans)	88	LF	\$367.24	\$32,317.12
9.1d	36" RCP (1109 LF shown on plans)	1,200	LF	\$285.15	\$342,180.00
9.1f	18" RCP (611 LF shown on plans)	640	LF	\$138.90	\$88,896.00
9.1g	15" RCP (340 LF shown on plans)	376	LF	\$128.65	\$48,372.40
9.2a	29"x45" ERCP (198 LF shown on plans)	224	LF	\$392.54	\$87,928.96
9.2b	34"x53" ERCP (197 LF shown on plans)	224	LF	\$476.32	\$106,695.68
9.3a	12" HDPE (70 LF shown on plans)	120	LF	\$91.87	\$11,024.40
9.3b	15" HDPE (103 LF shown on plans)	144	LF	\$96.63	\$13,914.72

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
BACKFLOW PREVENTERS					
10.1a	60" Backflow Preventer (1 shown on plans)	1	EA	\$151,440.00	\$151,440.00
10.1b	54" Backflow Preventer (2 shown on plans)	2	EA	\$121,400.00	\$242,800.00
10.1c	36" Inflatable Plug (1 shown on plans)	1	EA	\$11,110.00	\$11,110.00
SANITARY SEWER					
11.1	8" Sanitary Sewer (40 LF shown on plans)	60	LF	\$475.29	\$28,517.40
11.2	Sanitary Sewer Manhole (2 shown on plans)	3	EA	\$10,763.00	\$32,289.00
11.3	Ring and Cover (3 shown on plans)	6	EA	\$1,907.00	\$11,442.00
11.4	Bypass Pumping (2 shown on plans)	3	EA	\$5,000.00	\$15,000.00
TRENCHING					
14.1	Open Cut and Repair Asphalt (163 SY shown on plans)	200	SY	\$157.95	\$31,590.00
14.2	Compliance with Florida Trench Safety Act	1	LS	\$1,000.00	\$1,000.00
PAVEMENT					
15.1	6" Subbase (1690 SY shown on plans)	1,900	SY	\$12.50	\$23,750.00
15.2	6" Base (1690 SY shown on plans)	1,900	SY	\$29.25	\$55,575.00
15.3	1.25" Asphalt S-III (120 TN shown on plans)	130	TN	\$157.25	\$20,442.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15.4	8" Thick Stabilized Vehicle Access (530 SY shown on plans)	600	SY	\$23.54	\$14,124.00
15.5	Replace Concrete Apron (6 shown on plans)	8	EA	\$1,800.00	\$14,400.00
MISC RESTORATION & UTILITY ADJUSTMENT					
16.1	Mailbox Relocation or Replacement (8 shown on plans)	10	EA	\$300.00	\$3,000.00
16.2	Roadsign Relocation or Replacement (16 shown on plans)	20	EA	\$250.00	\$5,000.00
16.3	Fire Hydrant Adjustment (1 shown on plans)	3	EA	\$3,500.00	\$10,500.00
16.4	Relocate Utility Boxes (1 shown on plans)	3	EA	\$800.00	\$2,400.00
16.5	Relocate Gate (1 shown on plans)	1	EA	\$2,500.00	\$2,500.00
16.6	Valve adjustment (7 shown on plans)	14	EA	\$500.00	\$7,000.00
16.7	Sewer Service Conflict/ Relocation (0 shown on plans)	20	EA	\$1,200.00	\$24,000.00
16.8	Coordinate Gas Line Conflict/ Relocation (2 shown on plans)	5	EA	\$500.00	\$2,500.00
16.9	Coordinate Communications Line Conflict/ Relocation (7 shown on plans)	15	EA	\$500.00	\$7,500.00
16.10	Coordinate Hold Power Pole (8 shown on plans)	20	EA	\$500.00	\$10,000.00
16.11	Coordinate Relocate Power Pole (2 shown on plans)	4	EA	\$500.00	\$2,000.00
16.12	Furnish and Install Sod (2800 estimated)	3,500	SY	\$5.00	\$17,500.00
16.13	Miscellaneous Site Restoration	1	LS	\$30,000.00	\$30,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$2,999,717.18

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type.
 See Specific Instructions on page 3.

	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) MASCI General Contractor, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 5752 South Ridgewood Avenue	Requester's name and address (optional)
	6 City, state, and ZIP code Port Orange, Florida 32127	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
			-			-			
or									
Employer identification number									
2	0	-	2	0	4	5	8	0	0

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date 10/31/25
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

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

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

Purpose of Form

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

CONSTRUCTION CONTRACT
ITB 25-PW-05
G2-G11 CANAL IMPROVEMENT PROJECT
CITY OF EDGEWATER
VOLUSIA COUNTY, FLORIDA

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between Masci General Contractor, Inc _____ duly authorized to conduct business in the State of Florida and whose address is 5752 S. Ridgewood Ave., Port Orange, FL 32127, hereinafter, called “**CONTRACTOR**” and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called “**CITY**”.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required to complete the construction of and all appurtenant work thereto, as described in the **ITB 25-PW-05 – G2-G11 CANAL IMPROVEMENT PROJECT** document.

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed subject to the approval of the Owner.

Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

ARTICLE II. CONTRACT PRICE. The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

§ 2,999,717.18

Figures

Two Million, Nine Hundred Ninety Nine Thousand, Seven Hundred Seventeen Dollars and Eighteen Cents

In Words

Payment will be made at the unit prices listed in the attached ITB for the actual completed quantity of each item, subject to additions and deductions as provided for in the ITB.

RETAINAGE. The City shall have the right to withhold retainage from Compensation paid to a Contractor Should the City decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Contractor shall be:

- A. _____ % of the total contract price.
- B. 5 % of each payment of a milestone payment based on a Project milestone schedule. (Per Florida Statue 218.735

C. ____ No retainage will be taken.

The City shall have the right to withhold retainage from Compensation paid to a Contractor. Should the City decide that retainage shall be withheld from Compensation; the amount to be retained from each payment to the Contractor shall be stated in the Work Order. The retainage shall be included with the final payment after all Work or Services for the Work Order have been approved and accepted by the City and all disputed invoices have been resolved by the parties. The City shall never be required to pay an amount that would leave unpaid from the contract price or Compensation an amount less than the amount City would need to have in order to pay another consultant to complete the Work or Services should Contractor fail to complete the Work in a Work Order remaining incomplete as of that date.

ARTICLE III. CONTRACT TIME. The Contractor agrees to commence work within **Thirty (30) DAYS** after the date of the Notice to Proceed letter and shall complete the work within **One hundred eighty (180) DAYS** to Substantial Completion, and the number of days to achieve readiness for final payment is **Two hundred ten (210) DAYS** consecutive calendar days thereafter.

ARTICLE IV. INSPECTION BY CONTRACTOR. The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under- ground obstructions and nature thereof, the nature of the ground water conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V. LIQUIDATED DAMAGES. If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **Five Hundred (\$500.00) DOLLARS** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

1. Invitation to Bid – ITB #25-PW-05 (including all required forms)
2. Bid Proposal
3. Bid Bond Form
4. Declaration Statement/Document Notification Affidavit
5. Construction Contract
6. Performance/Payment Bond
7. Certificate of Compliance - Insurance
8. Addenda

ARTICLE VII. SEVERABILITY. Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE VIII. CONSTRUCTION. The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

ARTICLE IX. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Monique Toupin, Interim City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1101

For Contractor:

Leticia M. Ferreira, Vice President (Name, Title)
Masci General Contractor, Inc. (Company)
5752 S. Ridgewood Avenue (Address)
Port Orange, FL 32127 (City, State, Zip)
3863224500 (Phone)

ARTICLE X. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Contract, are in addition and supplemental to any other rights and remedies provided by law.

ARTICLE XI. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Contract is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Contract shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.

ARTICLE XII. MODIFICATIONS TO AGREEMENT. This Contract and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

ARTICLE XIII. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

ARTICLE XIV. NON-WAIVER. No indulgence, waiver, election or non-election by City under this Contract shall affect Contractor's duties and obligations hereunder.

ARTICLE XV. ASSIGNMENT. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith. However, this Contract shall run to the Edgewater City Government and its successors.

ARTICLE XVI. INDEPENDENT CONTRACTOR. It is the intent of the parties hereto that Contractor shall be legally considered an independent contractor and that neither Contractor nor its employees shall under any circumstances be considered employees or agents of the City and that the City shall be at no time legally responsible for any negligence on the part of Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, Contractor or corporation.

ARTICLE XVII. NO THIRD-PARTY BENEFICIARIES. The agreements contained herein are for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Contract or to rely upon the provisions of this Contract.

ARTICLE XVIII. WARRANTY OF TITLE OF CONTRACTOR. Contractor warrants to the City that all goods and materials furnished under the Contract will be new unless otherwise specified and that Contractor possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. If at any time there shall be evidence of any claim for which, if established, the City might become liable, and which may be chargeable to the Contractor, or if the Contractor shall incur any liability to the City, or the City shall have any claim or demand against the Contractor, of any kind or for any reason, whether related to or arising out of this Agreement or any other agreement between the Contractor and the City, and whether or not reduced to judgment or award, the City shall have the right to retain out of any payment due the Contractor, or which may become due to the Contractor, under this Contract or any other Contract between the Contractor and the City, an amount sufficient to indemnify the City against such claim, and/or to compensate the City for, and fully satisfy, such liability, claim or demand, and to charge or deduct all cost of defense or collection with respect thereto, including, but not limited to, reasonable attorneys' fees, expert consultant fees, and expert witness fees. Should any claim develop after final payment has been made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such claims, or that the latter may have incurred in collecting said monies from the Contractor.

ARTICLE XIX. TERMINATION FOR CONVENIENCE OF THE CITY. (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Edgewater shall determine that such termination is in the best interest of the City. (b) Termination, in whole or in part, shall be affected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination. (c) Upon receipt of such Notice, the Contractor shall: (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice; (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice; (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice; (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Edgewater; and (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause. (d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director. (e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. (f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause: (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of: (1) the cost of work performed or supplies delivered; (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above; (3) a sum as profit on (a) determined by the Finance Director to be

fair and reasonable. (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated. (g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

ARTICLE XX. TERMINATION FOR CONVENIENCE OF THE SUBCONTRACTORS. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

ARTICLE XXI. TERMINATION FOR DEFAULT. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result.

ARTICLE XXII. EXAMINATION OF RECORDS. (a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of six (6) years after closeout of the CDBG-MIT grant, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract. (b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of six (6) years after closeout of the CDBG-MIT grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public. (c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

ARTICLE XXIII. MODIFICATIONS OR CHANGES TO THIS CONTRACT. (a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract. (b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. (c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes. (d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

ARTICLE XXIV. SOVEREIGN IMMUNITY. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE XXV. LIABILITY FOR LOSS OR DAMAGE. (a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury. (b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

ARTICLE XXVI. NON-DISCRIMINATION. During the performance of this Contract, Contractor agrees as follows: (a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990. (b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer. (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

ARTICLE XXVII. DISPUTES. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin Matusick. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

ARTICLE XXVIII. FORCE MAJEURE. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

ARTICLE XXIX. CONTROLLING LAW. This agreement contains important matters affecting legal rights and is accepted and entered into in Florida and any question regarding its validity, construction, enforcement of performance shall be governed by Florida Law. Any legal proceeding arising from or in any way regarding the agreement shall have its venue located exclusively in the Circuit Court of Volusia County, Florida and the parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the court.

ARTICLE XXX. E-VERIFY

The contractor and its subcontractors performing work and providing services under a resulting agreement will utilize the US Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the agreement term. All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the contractor. Failure to meet this requirement may result in termination of the agreement by the City.

ARTICLE XXX. COMPLIANCE WITH OTHER FEDERAL STANDARDS.

Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that Community Development Block Grant Mitigation (CDBG-MIT) financial assistance, awarded by the Florida Department of Commerce, will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including U.S. Housing and Urban Development (HUD) policies, rules, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with all applicable HUD CDBG Mitigation requirements.

- (a) **Fraud and False or Fraudulent or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.
- (b) **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.
- (c) **Mandatory Disclosures:** The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- (d) **Remedies:** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Commission and the Defense Acquisition Regulations Commission (Commissions) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (e) Termination for Cause and for Convenience: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (f) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
- (g) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.
- (ii) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (iii) The 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 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 the Contractor's legal duty to furnish information.

- (iv) 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.
- (v) 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. 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.
- (vi) 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 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.
- (vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

- (h) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.
- (i) Copeland Anti Kick Back Act: (i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract. (ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FloridaCommerce and or HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. (iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- (j) Contract Work Hours and Safety Standards Act: (i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section. (iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section. (iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

- (k) **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (l) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (m) **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.
- (n) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.
- (o) **Procurement of Recovered Materials:** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance

requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- (p) Prohibition on certain telecommunications and video surveillance services or equipment.
- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (c) See Public Law 115–232, section 889 for additional information.
 - (d) See also § 200.471.
- (q) Domestic preferences for procurements.
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.
- (r) Access to Records and Reports: The Contractor agrees to provide the City, Florida Department of Commerce (FloridaCommerce), the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide each of the aforementioned entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. The Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the City, FloridaCommerce, HUD, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability.
- (s) Record Retention: Contractor will retain all required records pertinent to this contract for a period of six years after closeout of the CDBG Mitigation grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.
- (t) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
- (u) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.
- (v) No Obligation by Federal Government - The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE XXXI. CDBG REQUIRED SECTION 3 LANGAUGE

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated

by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ARTICLE XXXII. AUTHORITY TO SIGN. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Joseph Mahoney, Interim City Manager

Monique Toupin, Interim City Clerk

Dated: _____

WITNESSES:

Ammy Schneider

Jill Spil

Masci General Contractor, I

(Firm Name)

By:

[Signature]

(Authorized Officer)

Dated: 11/3/2025

Approved by the City Council of the City of Edgewater at a meeting held on this _____ day of _____, 2025 under Agenda Item No. _____.

DECLARATION STATEMENT/DOCUMENT NOTIFICATION AFFIDAVIT

RFQ/RFP/ITB No. 25-PW-05

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection to, or arrangement with, any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of bids, and that he agrees to all matters and conditions with respect to the general conditions of the contract to which the bid pertains. In addition, the Proposer acknowledges and affirms understanding and compliance with all additional requirements, forms, terms and conditions included in this solicitation document.

The Proposer agrees, if this bid is accepted, to execute an appropriate City contract for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Proposer states that the bid is based upon the bid documents listed by **ITB 25-PW-05 – G2-G11 Canal Improvement Project – Construction of Group A.**

I, Leticia M. Ferreira, in my capacity as Vice President, certify
(printed name) (title)

that I have the legal authorization to contractually bind MASCI General Contractor, Inc.
(company name)

I further acknowledge that as part of my response to this solicitation, I have read, reviewed and agreed to the following terms and conditions detailed in the electronic bid document posted on the City’s E-Procurement Portal:

- Public Entity Crimes Statement
- Immigration Laws Notification
- Scrutinized Companies pursuant to FS Sections 287.135 and 215.473
- Public Records Requirements
- Professional Services Agreement
- All Certification Forms from CDBG Supplemental Conditions

I hereby swear or affirm that I have read and that I understand and accept all the requirements and regulations imposed by the above-referenced documents and that I acknowledge and accept that the above-referenced documents and all terms and conditions contained therein are included in the response to this solicitation.

MASCI General Contractor, Inc.

Company



Authorized Signature

Leticia M. Ferreira

Printed Name & Title

November 3, 2025

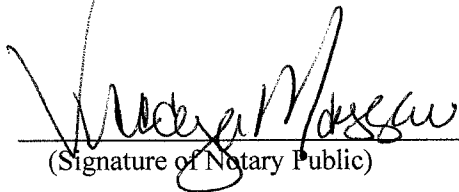
Date


STATE OF Florida COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization,

this 11/3 day of, 20 25, by Leticia M. Ferreira. Personally Known OR Produced Identification,

Type of Identification Produced _____


(Signature of Notary Public)

 **VINCENZA G. MASSARO**
Commission # HH 513554
Expires April 9, 2028
Notary Stamp/Seal

CERTIFICATION FORMS

CERTIFICATION 1: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

CERTIFICATION 2: DRUG-FREE WORKPLACE FORM

CERTIFICATION 3: INSURANCE

CERTIFICATION 4: INDEMNIFICATION

CERTIFICATION 5: SWORN STATEMENT PURSUANT TO FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

CERTIFICATION 6: CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE)

CERTIFICATION 7: ACCESS TO RECORDS AND RECORDS RETENTION

CERTIFICATION 8: E-VERIFY RESPONSIBILITY

CERTIFICATION 9: DOMESTIC PREFERENCE

CERTIFICATION 10: SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION

CERTIFICATION 11: CONFLICTS OF INTEREST

CERTIFICATION 12: SECTION 3 REQUIREMENTS

CERTIFICATION 13: LABOR STANDARDS COMPLIANCE

CERTIFICATION 14: APPENDIX II TO PART 200

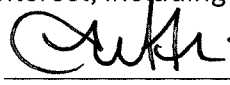
CERTIFICATION 15: CERTIFICATION REGARDING LOBBYING

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(CERTIFICATION SUBMITTAL ONE)**

State of Florida
County of Volusia

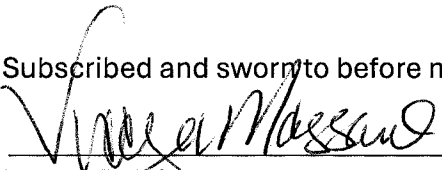
Leticia M. Ferreira, being first duly sworn, deposes and says that:

1. he/she is Vice President of MASCI General Contractor, the Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Bids as well as subsequent negotiated prices, following evaluation and of the firms' qualifications by the City, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: 

Title: Vice President

Subscribed and sworn to before me this 3rd day of November, 20


Notary Public

My Commission Expires: 4/9/28



VINCENZA G. MASSARO
Commission # HH 513554
Expires April 9, 2028

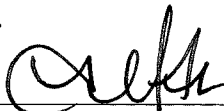
**DRUG-FREE WORKPLACE FORM
(CERTIFICATION SUBMITTAL TWO)**

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

That MASCI General Contractor, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

 10/31/25 Letua M. Ferrero, VP
Bidder's Signature Date

MASCI General Contractor, Inc.
Company Name

**INSURANCE
(CERTIFICATION SUBMITTAL THREE)**

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the Bidder will provide all insurance coverage as required in ITB # 25-PW-05.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City



Bidder (signature)

10/6/25

Date

Leticia M. Ferreira

Name of Authorized Representative

MASCI General Contractor, Inc.

Company Name

**INDEMNIFICATION
(CERTIFICATION SUBMITTAL FOUR)**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: [Signature]
Signature of Owner or Officer

DATE: November 3, 2025

ATTEST: [Signature]
Corporate Secretary or Witness

(386) 322-4500
Organization Phone Number

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me this 3rd day November of 2025
by Leticia M. Ferreira,
MASCI General Contractor (Company Name), of

He/She is personally known to me or has produced _____
identification, and did /did not _____ take an oath. as

[Signature]
Signature of Notary

Vincenza Massaro
Printed Name of Notary

(Seal)  VINCENZA G. MASSARO
Commission # HH 513554
Expires April 9, 2028

My Commission Expires: 4/9/28

**SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES
(CERTIFICATION SUBMITTAL FIVE)**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Edgewater
by Leticia M. Ferreira [print name of the public entity]
[print individual's name and title] for _____
MASCI General Contractor
[print name of entity submitting sworn statement]

whose business address is 5752 South Ridgewood Ave

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is 20-2045800

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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 guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person 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 shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]
[signature]

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me on this 3rd day of

November, 2025 by Leticia M. Ferreira

who is personally known to me and who X did / did not take an oath.

[Handwritten Signature]
Signature of Notary

Vincenza Massaro
Printed Name of Notary



VINCENZA G. MASSARO
Commission # HH 513554
Expires April 9, 2028

My Commission Expires: 4/9/28

**CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
(CERTIFICATION SUBMITTAL SIX)**

By signing below the Bidder is stating that they fully understand the Minority/Woman-owned Business Enterprises (MWBE) requirements for the project and if awarded will adhere to 2 CFR 200.321(b)(6), and the requirements in ITB # 25-PW-05 , in hiring any subcontractors, if applicable.

The **City of Edgewater** is an Equal Employment Opportunity employer and makes it a priority to ensure minority and women owned business enterprises are extended every opportunity to participate in procurement opportunities the City offers for projects and services. The City takes all necessary affirmative steps, as outlined in 2 CFR 200.321, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used when possible.

For this procurement and all federally funded procurements, the City shall:

- Maintain an updated solicitation list of all qualified minority and women owned business enterprises in the **City of Edgewater** and the counties in the same surrounding regional area to **the City of Edgewater**;
- Utilize the services provided by the Florida Office of Supplier Diversity and its website to maintain and update the City's minority and women owned business enterprises solicitation;
- Directly solicit by mail, phone, fax, or email all applicable vendors on the City's qualified minority and women business enterprises list providing them with notification of the procurement opportunity the City is offering;
- When economically feasible and allowable, the City will divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's owned business enterprises. (such divisions or reductions shall not be allowed to circumvent requirement thresholds for bonding or insurance);
- Where requirements and schedules of funding entities permit flexibility, establish delivery schedules which encourage participation by small and minority owned businesses, and women owned business enterprises.

In instance where procured prime contractor will utilize subcontractors, the prime contractor shall take affirmative steps, as outlined above, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used as subcontractors when possible.

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



10/31/25

Bidder (signature)

Date

Leticia M. Ferreira

MASCI General Contractor, Inc.

Name of Authorized Representative

Company Name

MINORITY AND WOMEN BUSINESS ENTERPRISE LIST

Insert Local Government's Minority and Women Business Enterprise List

**ACCESS TO RECORDS AND RECORDS RETENTION
(CERTIFICATION SUBMITTAL SEVEN)**

By signing below the Bidder is stating that they fully understand the Access to Records and Records Retention requirements for the project and if awarded the Bidder will ensure compliance with the requirements and as required in ITB # 25-PW-05, and as outlined below:

ACCESS TO RECORDS

1. The City, FloridaCommerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Bidder, which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

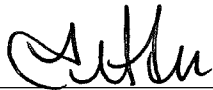
2. **PUBLIC RECORDS ACCESS:**
 - a. The Bidder shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.
 - b. The Bidder shall keep and maintain public records required to perform the services under this Agreement.
 - c. This Agreement may be unilaterally canceled by the City for refusal by the Bidder to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Bidder in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
 - d. If the Bidder meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Bidder of the request, and the Bidder must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If the Bidder fails to provide the public records to the City within a reasonable time, the Bidder may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the City's custodian of public records, the Bidder shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. The Bidder shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Bidder does not transfer the records to the City.

- iv. Upon completion of the Agreement, the Bidder shall transfer, at no cost to City, all public records in possession of the Bidder or keep and maintain public records required by the City to perform the services under this Agreement. If the Bidder transfers all public records to the City upon completion of the Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Agreement, the Bidder shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.
- e. If the Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the Bidder's duty to provide public records relating to this agreement, contact the **City of Edgewater** custodian of public records by telephone at 386-424-2400 Ext. 1102, by email at cityclerk@cityofedgewater.org or at the mailing address below:

City of Edgewater, Florida
104 North Riverside Drive
Edgewater, Fl. 32132

RETENTION OF RECORDS

1. The Bidder shall retain all records relating to this contract for six (6) years after the City makes final payment and all other pending matters are closed.
2. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.



10/31/25

Bidder (signature)

Date

Leticia M. Ferreira

Name of Authorized Representative

MASCI General Contractor, Inc.

Company Name

**E-VERIFY RESPONSIBILITY
(CERTIFICATION SUBMITTAL EIGHT)**

By signing below the Bidder states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Bidder will provide all E-Verify documentation as required in ITB # 25-PW-05.

As a condition precedent to entering into an Agreement, and in compliance with Section 448.095, Fla. Stat., the Bidder, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. The Bidder shall provide the City and require each of its subcontractors to provide the Bidder, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of its Agreement with the City.

b. The City, Bidder, 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), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Bidder otherwise complied, shall promptly notify the Bidder and the Bidder shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. the Bidder acknowledges that upon termination of this Agreement by the City for a violation of this section by Bidder, the Bidder Administrator may not be awarded a public contract for at least one (1) year. The Bidder further acknowledges that they are liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Subcontracts. The Bidder or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.



10/31/25

Bidder (signature)

Date

Leticia M. Ferreira

Name of Authorized Representative

MASCI General Contractor, Inc.

Company Name

**DOMESTIC PREFERENCE
(CERTIFICATION SUBMITTAL NINE)**

By signing below the Bidder is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the Bid will ensure compliance with the regulation and as required in the regulation and ITB # 25-PW-05 .

The City, as appropriate and to the extent consistent with law, shall, to the greatest extent practicable under its Federal awards, require a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The City shall include these requirements in all subawards including all contracts and purchase orders for work or products under its Federal awards. These provisions shall primarily be applicable to procurements of construction bidding, construction contracting and construction work. Secondly, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversight of the construction contractor to ensure compliance with the Domestic Preference requirements.

Construction Procurements and Awards

Procurements for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions outlined in the construction bidding specifications and contract provisions incorporating the requirements of 2 CFR 200.322(a).

Project Engineering Procurements and Awards

Procurements for Federally funded engineering services shall include a requirement that the Bidder and selected engineering firm incorporate Domestic Preference provisions in construction bidding specifications and contract specifications and shall also include a requirement that the engineering firm provide oversight to ensure the construction contractor adheres to the Domestic Preference requirements during implementation of the construction work.

Grant Administration Procurements and Awards

Procurements for Federally funded grant administration services shall include a requirement that the Bidder and selected firm provide oversight of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.



10/31/25

Bidder (signature)

Date

Leticia M. Ferreira

Name of Authorized Representative

MASCI General Contractor, Inc.

Company Name

**SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION
(CERTIFICATION SUBMITTAL TEN)**

By signing below the Bidder states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Bidder additionally understands and acknowledges they are ineligible for contracting under this ITB # 25-PW-05 if their names, and or parties are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. Furthermore, the BIDDER

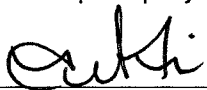
a. Contract(s) awarded as a result of this Invitation to Bid, is/are covered transaction for the purposes of 2 C.F.R. Part 180, 2 C.F.R. Part 3000, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h). As such the BIDDER is required to verify that none of the BIDDER, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The BIDDER must comply with 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h), and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the BIDDER did not comply with 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h) in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h) while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Additionally, the Bidder understands they may be precluded from award of contracting under this ITB # 25-PW-05 if they deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.



10/31/25

Bidder (signature)

Date

Leticia M. Ferreira

Name of Authorized Representative

MASCI General Contractor, Inc.

Company Name

**CONFLICTS OF INTEREST
(CERTIFICATION SUBMITTAL ELEVEN)**

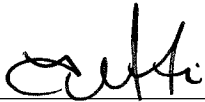
By signing below the Bidder states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for Bids must be excluded from competing for such procurements. If the Bidder developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for Bids for the work outlined in this ITB # 25-PW-05, the Bidder may not be considered for work under this ITB.

The Bidder hereby attests and certifies that they did not participate in the development or drafting of this ITB.

The Bidder understands and is committed to declaring any real or perceived conflicts of interest to the City

The Bidder understands that in the event of a conflict of interest, either actual or perceived the City staff and/or members of the:

- Publicly declare the conflict,
- Abstain from any participation in the said procurement(s), including drafting ITB, Bid evaluation, ranking, voting on, or awarding, and
- Member of the City Commission shall complete Form 8B.

 10/21/25

Bidder (signature)

Date

Leticia M. Ferreira

Name of Authorized Representative

MASCI General Contractor, Inc.

Company Name

**SECTION 3 REQUIREMENTS
(CERTIFICATION SUBMITTALS TWELVE)**

By signing below the Bidder is stating that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served ITB # 25-PW-05. If awarded, the Bidder will ensure compliance with the regulation, and will complete and provide required certifications and reports (see pages following) and maintain and provide documentation of the same to the City, as required. The Bidder will additionally ensure that its sub-contractors provide the required certifications and reports (see pages following) and maintain and provide documentation as requested and required.

Under CDBG Subrecipient Agreements executed between the City and FloridaCommerce (previously DEO) on or before November 30, 2020, Section 3 requirements are applicable to all Vendors, including construction, grant administration and project engineering. Under CDBG Subrecipient Agreements executed between the City and FloridaCommerce (previously DEO) after November 3, 2020, the Section 3 requirements apply only to construction procurements and contracts.

The Bidder understands, under both of the above period scenarios, that if awarded a contract for engineering/architectural services under this ITB # 25-PW-05, they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contracting with construction contractors includes and complies with the required Section 3 requirements. The Bidder shall additionally include the following Section 3 clause in each construction contract over \$100,000.00 and will also include language in each construction specifications and contract requiring the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the

person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



10/31/21
Date

Bidder (signature)

Leticia M. Ferreira

Name of Authorized Representative

MASCI General Contractor, Inc.

Company Name

PRIME CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: Edgewater G2-G11 – Drainage – Phase A

CDBG Contract Number: IR024

Prime Contractor Name: MASCI General Contractor, Inc.

Phone: 386-322-4500

Authorized Representative: Leticia M. Ferreira

Email: LeticiaMasci@mascigc.com

I, Leticia M. Ferreira, having authority to make certain contractual certifications for MASCI General Contractor, Inc.

(hereby known as "our firm", do hereby certify that our firm will comply with the Section 3 requirements and will follow the required prioritization of efforts for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below. As a contractor submitting bids or Bids to the **City**, under this Federally funded project, we understand that our firm is required to certify that they will comply with the requirements of Section 3.

We certify, that under this contract, our firm will make best efforts toward Section 3 goals by prioritizing our efforts to meet or exceed the following established Section 3 safe harbor benchmark goals:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;
Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.
Targeted Section 3 Labor Hours/Total Labor Hours = 5%

We acknowledge and certify that it is our firm's responsibility to implement efforts to achieve Section 3 compliance under this contract. Additionally, we acknowledge that if our firm does not meet the Section 3 benchmarks, it is our responsibility to demonstrate why meeting the benchmarks was not feasible.

Furthermore, we acknowledge and certify that should our firm not meet the safe harbor requirements during this contractual period, our firm will provide evidence that we have made qualitative efforts, including, but not limited to the outreach measures outlined within the **City's** Section 3 Policy, toward providing assistance to low and very low-income persons with employment and training opportunities.

We are completing this certification prior to the commencement of work on the project. We certify our firm after completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

EMPLOYMENT AND TRAINING

Under the **City's** Section 3 Program, our firm shall make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Additionally, we certify that our firm will and has made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the **City's** Section 3 Program, our firm understands that our firm must make best efforts to awarding subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

REPORTING

We affirm and acknowledge that our firm will complete and deliver to the **City** all:

- Pre-contract certifications for our firm and any and all subcontractor(s) we contract with;
- If applicable, certifications and supporting documentation for our firm and any subcontractor(s) we contract with attesting to our/their status as a Section 3 Business Concern;
- Employee Self Certifications and supporting documentation for employees of our firm and employees of any and all subcontractor(s) we contract with for this project;
- Monthly Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals;
- Monthly Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals;
- Annual Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals; and
- Annual Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals.

Signed and certified this 3rd day of November, 2025.



Name of Authorized Signed, Title
Name of Construction Contractor Company

SUB-CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: Edgewater G2-G11 – Drainage – Phase A

CDBG Contract Number: IR024

Sub-Contractor Name: On Point Surveying, Inc. Phone: 407-989-8103

Authorized Representative: Janna Rasberry Email: operations@on-pointsurveying.com

I, Janna Rasberry, having authority to make certain contractual certifications for On Point Surveying, Inc. (hereby known as “our firm”, do hereby certify that our firm will comply with the Section 3 requirements and will follow the required prioritization of efforts for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below. As a sub-contractor submitting bids or Bids to the prime contractor for the **City** under this Federally funded project, we understand that our firm is required to certify that they will comply with the requirements of Section 3.

We certify, that under this contract, our firm will make best efforts toward Section 3 goals by prioritizing our efforts to meet or exceed the following established Section 3 safe harbor benchmark goals:

- 3) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;
Section 3 Labor Hours/Total Labor Hours = 25%

And

- 4) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.
Targeted Section 3 Labor Hours/Total Labor Hours = 5%

We acknowledge and certify that it is our firm’s responsibility to implement efforts to achieve Section 3 compliance under this contract. Additionally, we acknowledge that if our firm does not meet the Section 3 benchmarks, it is our responsibility to demonstrate why meeting the benchmarks was not feasible.

Furthermore, we acknowledge and certify that should our firm not meet the safe harbor requirements during this contractual period, our firm will provide evidence that we have made qualitative efforts, including, but not limited to the outreach measures outlined within the **City’s** Section 3 Policy, toward providing assistance to low and very low-income persons with employment and training opportunities.

We are completing this certification prior to the commencement of work on the project. We certify our firm after completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

EMPLOYMENT AND TRAINING

Under the **City’s** Section 3 Program, our firm shall make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or

nonmetropolitan county) in which the project is located in the priority order listed below:

- 3) Section 3 workers residing within the service area or the neighborhood of the project, and
- 4) Participants in YouthBuild programs.

Additionally, we certify that our firm will and has made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the **City's** Section 3 Program, our firm understands that our firm must make best efforts to awarding subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 2) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

REPORTING

We affirm and acknowledge that our firm will complete and deliver to the **City** all:

- Pre-contract certifications for our firm and any and all subcontractor(s) we contract with;
- If applicable, certifications and supporting documentation for our firm and any subcontractor(s) we contract with attesting to our/their status as a Section 3 Business Concern;
- Employee Self Certifications and supporting documentation for employees of our firm and employees of any and all subcontractor(s) we contract with for this project;
- Quarterly Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals;
- Quarterly Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals;
- Annual Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals; and
- Annual Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals.

Signed and certified this 30th day of October, 2025.

**Janna
Rasberry**

Digitally signed by Janna
Rasberry
Date: 2025.10.30
12:08:09 -04'00'

Signature Line

*Janna Rasberry, Vice President
On Point Surveying, Inc.*

Section 3 Clause

All Section 3 covered contracts shall include the following clauses:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Contractor's Requirements

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3.
- The Prime Contractor must provide a workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and sub- contractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

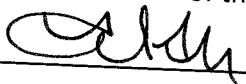
CONTRACTOR SECTION 3 PLAN

(Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the City of Edgewater and Volusia County, Florida.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.
- B. To attempt to recruit from within the City the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- H. To list all permanent workforce for this project by job title.
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of MASCI General Contractor, Inc.
(Name of Bidder)

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

 Signature

Leticia M. Ferreira, VP Title

November 3, 2025 Date

**CERTIFICATION OF BIDDER
REGARDING SECTION 3
AND SEGREGATED FACILITIES**

MASCI General Contractor

Name of Proposed Contractor

Project Name Edgewater G2-G11 – Drainage – Phase A

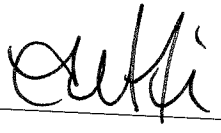
IR024

CDBG Agreement Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings
- c. No segregated facilities will be maintained.

Signer Name

 Letua M. Ferreira

Title

Vice President

Signature



November 3, 2025

Date

Contractor Permanent Workforce Form Form A1

This form is used to determine the Section 3 Workers already employed by the bidding contractor.
Section 3 Worker Certification (Form A2) is needed for all employees working on site.

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median	
		YES	NO		YES	NO
No certified section 3 workers at this time		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
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Section 3 Worker Certification Form A2

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Worker Name: N/A

Household Income Guidelines:

Place a check mark beside the number of people in your (the worker's) household.

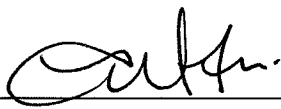
Place Check	Household/ Family Size	Income Limit
<input type="checkbox"/>	1	
<input type="checkbox"/>	2	
<input type="checkbox"/>	3	
<input type="checkbox"/>	4	
<input type="checkbox"/>	5	
<input type="checkbox"/>	6	
<input type="checkbox"/>	7	
<input type="checkbox"/>	8	

Income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>

Place a check mark beside any of the following that apply below:

- My income for the previous year was below the amount next to the household/family size I checked on the table above.
- I am employed by a Section 3 business concern. I am
- a Youthbuild participant.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.



Signature

10/31/25
Date

Section 3 Business Concern Certification Form Form B1

To Self-Certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

N/A

Section 3 Business Category	Additional Required Data	Category Selection
It is at least 51 percent owned by low- or very low-income persons	Proof of ownership showing all owners and their percentages and a completed Section 3 Self-Certification form for all low- and very low-income owners	<input type="checkbox"/>
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	<input type="checkbox"/>
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Worker Self Certification form for all public housing and/or Section 8 owners	<input type="checkbox"/>

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Signature:  Date Signed: 11/3/25
 Print Name: Leticia M. Ferreira Title: Vice President
 Company Name: MASCI General Contractor, Inc.
 Address: 5752 South Ridgewood Avenue Port Orange, Florida 32127
 Telephone Number: (386) -322-4500

Section 3 Business Owner Certification Form B2

A business owner seeking Section 3 Business Certification shall certify and submit this form in conjunction with the Section 3 Business Self-Certification form.

Owner Name: NA Percent Ownership of Business: _____

Household Income Guidelines:

Place a check mark beside the number of people in your (the owner's) household.


Place Check	Household/ Family Size	Income Limit
<input type="checkbox"/>	1	
<input type="checkbox"/>	2	
<input type="checkbox"/>	3	
<input type="checkbox"/>	4	
<input type="checkbox"/>	5	
<input type="checkbox"/>	6	
<input type="checkbox"/>	7	
<input type="checkbox"/>	8	

Income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>

Place a check mark beside any of the following that apply below:

- My income for the previous year was below the amount next to the household/family size I checked on the table above
- I am currently a resident of public housing or live in Section 8 assisted housing.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.



Employee Signature

11/3/25
Date

Targeted Section 3 Worker Certification

Form C

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Worker Name: NA

Household Income Guidelines:

Place a check mark beside the number of people in your (the worker's) household.

Place Check	Household/ Family Size	Income Limit
<input type="checkbox"/>	1	
<input type="checkbox"/>	2	
<input type="checkbox"/>	3	
<input type="checkbox"/>	4	
<input type="checkbox"/>	5	
<input type="checkbox"/>	6	
<input type="checkbox"/>	7	
<input type="checkbox"/>	8	

Income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>

Section 3 Project/Service Area:

Place a checkmark beside any of the following that apply below:

My income for the previous year was below the amount next to the household/family size checked on the table above, and I live within the project/service area as defined above.

I am employed by a Section 3 Business Concern I am

a YouthBuild participant



Employee Signature

11/3/25

Date

Safe Harbor Compliance Form

Form E

Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Other: _____

Leticia M. Ferrera
Business Owner or Designee Name (Print)

[Signature]
Signature

November 3, 2025
Date

Notice to Citizens of the City of Edgewater and Volusia County, Florida

Potential Opportunities for Work

City of Edgewater, Florida received **\$14,697,665.00** under a Community Development Block Grant Mitigation award from the Florida Department of Commerce (FloridaCommerce) to make improvements to the City's G2-G11 drainage system. The project is being implemented in two phases (A & B). This portion of the project is Phase A. The purpose of this project is to mitigate flooding during and after storm events and natural disasters.

This grant will provide the **City of Edgewater** with the opportunity to search for eligible local citizens interested in participating in the project. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, provides that to the greatest extent feasible, preference for economic opportunities will be given to citizens in the **City of Edgewater and Volusia County, Florida** who are determined to be low- to moderate- income individuals. A low- to moderate- income individual can be calculated by documenting household income of less than 80 percent of the county median income. Opportunities such as job training and employment that arise through this Community Development Block Grant project will be directed toward residents. Section 3 business concern can be eligible for a Section 3 contract as awarded in connection with CDBG projects if they meet at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons.
- Over seventy-five (75) percent of the labor hours performed by the business are performed by low or very low-income persons.
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 requirements apply to the City as a grantee, if the project activity is more than \$200,000 in funding from housing and community development financial assistance programs.

If you wish to determine if you qualify or have an interest in serving as a subcontractor for this project, please contact __, _____,

—.



CDBG PROJECT POSSIBLE EMPLOYMENT OPPORTUNITIES FOR SECTION 3 RESIDENTS

The City of Edgewater has hired _____ *contractor name* _____ to make improvements to the City's G2 & G11 drainage system to mitigate flooding. This drainage improvement project is a part of the City's Community Development Block Grant Mitigation (CDBG-MIT) – I0151 Funded Project. During the Construction Phase of the project job opportunities may become available for Section 3 Residents.

Who are Section 3 workers?

Section 3 workers are:

- *Public housing residents*
- *Reside within the project's service area*
- *Low and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.*
- *YouthBuild Participants*
- *Section 3 is both race and gender neutral.*

For information on potential employment and job applications please contact:

*Prime Contractor's Name
Prime Contractor's Address
Prime Contractor's City, State Zipcode
Phone: (xxx)xxx-xxxx*

POTENTIAL SECTION 3 EMPLOYMENT OPPORTUNITY FORM

The City of Edgewater, Florida has a Community Development Block Grant Mitigation (CDBG-MIT) award that make improvements to the City's G2 & G11 drainage system to mitigate historic flooding during future major storms and heavy rain events. Projects funded with CDBG grant dollars have Section 3 provisions, which require contractors to document their efforts toward hiring persons from low and very low-income households. While the contractor and subcontractors working on this project currently do not anticipate making any new hires for this project, they will take contact information of low and very low-income persons and will consider these contacts should they need to hire anyone. If you are looking for employment and **you meet the criteria below**, you are considered a Section 3 resident and may complete this form and be included in a list that contractors for this project may use should they need to make new hires as a result of this federally funded project.

1. Workers Income Self Certification – Please Select All That Apply		
<input type="checkbox"/> Low-Income (80% AMI) - My income is at or below: \$50,650.00		
<input type="checkbox"/> Very Low-Income (50%) - My income is at or below: \$31,650.00		
<input type="checkbox"/> Extremely Low-Income (30% AMI) - My income is at or below: \$19,000.00		
<input type="checkbox"/> Above Income – My Income is above : \$42,950.00		
2. Workers Residence Self Certifications – Please Choose YES or NO		
A. Are you a resident of public housing or a Housing Choice	<input type="checkbox"/> YES	<input type="checkbox"/> NO
B. Voucher Holder (Section 8)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
C. Are you a resident of Volusia County?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
D. Are you a YouthBuild participant?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Name	Number of persons living in your household
Mailing Address	City
State and Zip Code	Telephone

I certify that the above statements/selections are true. If considered for employment as a Section 3 employee, I agree to provide documentation to confirm these selections are true and valid. I understand that at this time none of the above firms are hiring and that completing this form does not in any way assure me of employment or compensation.

	11/3/05
Signature	Date

Provide your completed form to Sandy Camp, Grants Coordinator
 City of Edgewater, Florida
 1108 South Ridgewood Ave. – Edgewater, Florida 32132
 Phone: 386-410-3579 ext. 7203 – Email: scamp@cityofedgewater.org

Final Section 3 Utilization Report

(To be completed by contractors and subs for all projects Exceeding \$200,000)

A. Section 3 Employee Labor Information

Name of CDBG Grantee: City of Edgewater CDBG Project Number: 1R024

Wage Decision Number: FL2020137

Upon Award

Total Amount of Labor Hours on Project:	
Total Labor Hours	
All Section 3 Worker Labor Hours:	
Targeted Section 3 Work Hours Only:	

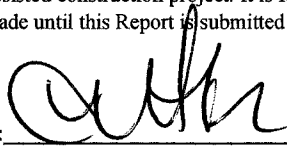
Labor Hour Percentage Results	
Section 3 Worker Percentage	
Targeted Section 3 Worker Percentage:	
*Section 3 Worker Benchmark = 25%	
*Targeted Section Worker Benchmark= 5%	

B. Certification

Name of Contractor/Sub Contractor:	
Address:	
Telephone Number:	

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project. It is further understood that final payment from the State of Florida CDBG Program for this project cannot be made until this Report is submitted to the CDBG Grantee or authorized designee.

Name: Leticia M. Ferreira

Signature: 

Date: November 3, 2025

Documents that need Submitted with closeout:

1. Section 3 Labor Hours Tracking Form (Page 1)
2. Final Section 3 Utilization Report
3. If benchmarks are not met, please provide Form E for each business that did not meet the threshold.

Additional Section 3 Information:

- PHA Contact information can be found at:
 - o [PHA Contact Information | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)



Contractor Section 3 Requirements

FLORIDACOMMERCE

Section 3 Guidance
State of Florida
Department of Commerce
FloridaCommerce
Community Development
Block Grant Programs

Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs be directed to low- and very low-income persons. The priority of assistance should be to those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low- and very low-income persons.

The Section 3 program was created to ensure that persons living in communities where HUD- assisted programs were being funded could economically benefit from the resources being spent. This would improve the overall socioeconomic condition of not only the community, but also the low- and very low-income residents that reside within the neighborhoods.

The implementing regulation for Section 3 can be found at 24 CFR Part 75.

General Policy Statement

State of Florida CDBG Programs shall comply with Section 3 requirements set forth at 24 CFR 75 of the federal regulation which states that, to the greatest extent possible, businesses and employers working on HUD-funded projects must make a good faith effort to train and employ low-income individuals living in the local area and also to contract with businesses owned by or that employ Section 3 workers.

It is the policy of Florida CDBG Programs that all Grantees are required to make good faith efforts to provide "to the greatest extent feasible" opportunities to Section 3 area workers and Section 3 business concerns.

Failure to comply with the requirements of Section 3 may result in a monitoring finding or sanctions that may include, debarment, suspension of funds or limited denial of participation in State of Florida CDBG programs.

24 CFR Part 75.19 Requirements.

(a) Employment and training.

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:
 - (i) Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) Participants in YouthBuild programs.

(b) Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic

opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

Applicability of Section 3 Requirements to Individual Projects

Whenever any portion of CDBG funding is invested into projects involving housing construction, demolition or rehabilitation, commercial/private improvements for economic development, or other public construction (e.g., roads, sewers, community centers, and public facilities), the requirements of Section 3 may apply.

Section 3 applies to projects that receive \$200,000 or more in CDBG assistance, including projects that are financed in conjunction with state, local, or private matching or leveraged funds, provided that the Section 3 monetary threshold requirements are met. In particular:

- Section 3 applies to recipients of CDBG funding, as well as its sub-recipients, contractors, and subcontractors
- Professional service contract labor hours (construction contract oversight, engineering, architectural, environmental and property evaluation, construction progress and construction draw inspection, and prevailing wage labor compliance) are not required to be reported. If a contract covers both professional services and other work and the recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- Section 3 requirements do not apply to material supply contracts

The regulations should not be construed to mean that recipients are required to hire Section 3 Workers or award contracts to Section 3 Business Concerns other than what is needed to complete covered projects and activities. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

Section 3 Goals

Contractors and sub-contractors will be required, to the greatest extent feasible, meet the Section 3 HUD benchmarks.

- Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers
 - Section 3 Worker Labor Hours = 25% Total Labor Hours
- Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers
 - Targeted Section 3 Labor Hours = 5% Total Labor Hours

Additional Reporting if Section 3 Benchmarks are not met:

If the recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks

Section 3 Worker

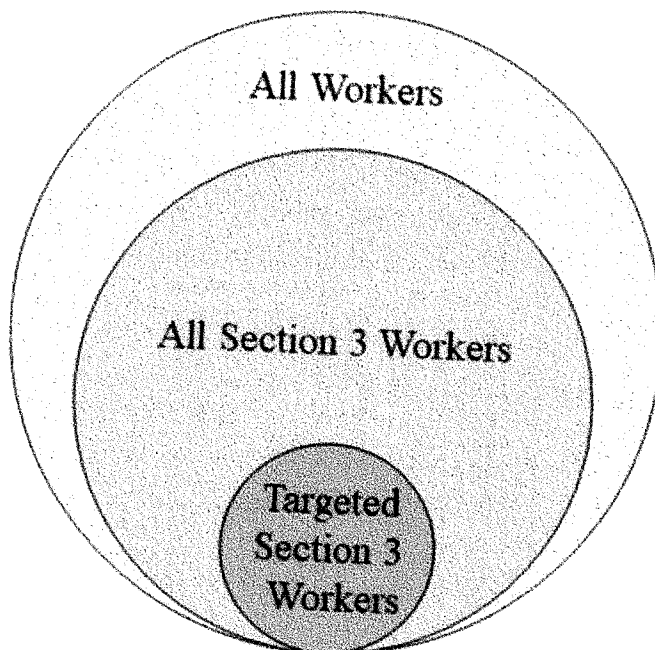
A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

- (1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD
- (2) The worker is employed by a Section 3 business concern
- (3) The worker is a YouthBuild participant.

Targeted Section 3 Worker

A Targeted Section 3 worker: any worker who currently fits, or when hired within the past five years fit at least one of the following categories as documented:

- (1) A worker employed by a Section 3 business concern; or
- (2) Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Low- or very low-income workers residing within a one-mile radius of the Section 3 project. If fewer than 5,000 people live within that one-mile radius, the circle may be expanded outward until that population is reached or the neighborhood of the project, as defined; or
 - (ii) A YouthBuild participant.]



The status of workers on the Section 3 project will be determined by one of the following methods:

- (1) **Worker income self-certification:** The use of certification forms provided to contractors and subcontractors working on the project. Each worker on the project must complete the provided certification form to be kept in the grant record for reference when tracking and aggregating labor hours worked.
 - a. Section 3 Worker Certification (Exhibit 2; Form A)
 - b. Targeted Section 3 Worker Certification (Exhibit 3; Form C)
- (2) **Worker is employed by a Section 3 Business Concern:** The contractor or subcontractor is able to provide documentation that it qualifies as a Section 3 Business Concern. All employees of a qualifying business will be considered Section 3 workers.
- (3) **Worker is a Youthbuild participant:** Verifiable documentation must be provided by the worker or the employer showing the worker is participating in a Youthbuild program.
- (4) **Employer wage record:** The employer is able to provide certified documentation that the worker's income from that employer is below the income limit for the corresponding family size when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.

NOTE: Documentation submitted by employers should only contain employee names, state and county of residence, annual income, and a certifying signature and date. Do not include any information such as social security numbers or bank account information.

Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 3 Business

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over seventy-five (75) percent of the labor hours performed by the business are performed by low or very low-income persons; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Contractors or subcontractors who wish to be identified as a Section 3 Business must complete the Section 3 Business Self-Certification form (Exhibit 2; Form B1) and provide requested backup documentation.

While contracting and subcontracting with Section 3 Business Concerns is encouraged, nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 Business Concern. Additionally, Section 3 Business Concerns are not exempt from meeting the specifications of the contract, including required licensures and certifications.

Businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Subrecipients are allowed discretion to determine the required documentation to verify a Section 3 Business Concern. At monitoring, Commerce will check that documentation has been received and is in the file, not for a specific type of documentation.

Section 3 Reporting Requirements

Reporting of Labor Hours:

- a) Reporting Labor Hours. (1) recipients must report in a manner prescribed by HUD:
 - (i) The total number of labor hours worked;
 - (ii) The total number of labor hours worked by Section 3 workers; and
 - (iii) The total number of labor hours worked by Targeted Section 3 workers.
- 1) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established.
- 2) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

- 3) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
 - 4) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.
- b) Safe Harbor Compliance:

Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (i) Consequences for noncompliance- any recipient with outstanding findings of noncompliance with Section 3 may be barred from receiving additional competitively awarded financial assistance.

Assistance to achieve the goals

A local government that receives CDBG funding has the responsibility to comply with Section 3 requirements. The grantee is also required to “ensure compliance” of their contractors and sub- contractors. This responsibility includes:

1. Notifying Section 3 Workers and business concerns about jobs and contracts generated by Section 3 covered assistance so that they may submit bids for available contracts and job openings with the grantee.
2. Notify potential contractors of their responsibilities under Section 3.
3. Include Section 3 language in all applicable contracts.
4. Require sub-recipients, contractors, and sub-contractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or sub-recipient agreements, program regulatory agreements, or contracts.

5. Document action(s) taken to meet the HUD benchmarks.
6. Respond to Section 3 complaints.
7. Complete and submit the required Section 3 Forms to DEO.

Outreach Best Practices:

Grantees should develop a Section 3 plan, including outreach to Section 3 Workers and Businesses within the municipality. Best Practices include:

1. Publication of opportunities in newsletters or other local newspapers, including those targeted to Limited English Proficient populations.
2. Use of signage at the project site and flyers posted in the project area.
3. Notification of potential training or employment opportunities to neighborhood and non-profit groups, including Public Housing Authorities, servicing low- and very low- income persons.
4. Communicate opportunities to employment agencies and career centers.
 - a. A copy of a “Notice to Citizens...Opportunity for Work” is included herein as Exhibit 5, which can be used for development of Section 3 employment opportunities.

Orders of Priority Consideration for Employment and Contracting Opportunities.

(a) General

- (1) Recipients of housing and community development financial assistance and their sub-recipients, and contractors shall provide priority consideration to Section 3 residents and Section 3 businesses for new training, employment, and contracting opportunities generated as a result of the expenditure of Section 3 covered financial assistance.
- (2) Priority consideration should not be construed to be a quota or set-aside program, or as an entitlement to economic opportunities such as a particular job or contract.
- (3) Section 3 residents must possess the same job qualifications, skills, eligibility criteria, and capacity as other applicants for employment and training opportunities being sought.
- (4) Section 3 businesses must be selected in accordance with the procurement standards of 24 CFR 85.36 or 24 CFR 84.40, as appropriate, including price, ability, and willingness to comply with these part, and other factors, to be considered lowest responsible bidders on contracting opportunities being sought. Recipients of housing and community development financial assistance and their sub- recipients, and contractors may give priority consideration to a Section 3 resident or business if such resident or business is qualified for the respective employment or contracting opportunities
- (5) Recipients of housing and community development and their sub-recipients, and contractors must give priority consideration to a Section 3 resident or business when that Section 3 resident or business is equally qualified with other individuals or businesses that

would be offered employment or contracting opportunities.

- (b) Orders of priority consideration for employment and training opportunities.
 - (1) Recipients of housing and community development financial assistance that meet the funding thresholds shall direct their efforts to provide training and employment opportunities generated from the expenditure of Section 3 housing and community development financial assistance to Section 3 residents in the following order of priority consideration:
 - i. Section 3 residents residing in the neighborhood or service area where the housing and community development financial assistance is spent.
 - ii. Section 3 residents participating in DOL Youth Build programs.
 - iii. Other Section 3 residents located in the Section 3 local area.
 - (2) Recipients of housing and community development financial assistance may, at their own discretion, provide priority consideration specifically to residents of public housing or recipients of other Federal assistance for housing, including individuals or families receiving Section 8 housing choice vouchers within the neighborhood where work on the Section 3 covered project or activity is located.
- (c) Orders of priority consideration for Section 3 businesses in contracting opportunities.
 - (1) Recipients of housing and community development financial assistance and their sub-recipients, and contractors shall direct their efforts to provide contracting or subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 businesses in the following order of priority consideration:
 - i. Section 3 businesses that can provide evidence, to the satisfaction of the awarding agency, that a minimum of 75 percent of previously hired Section 3 residents residing in the service area of the project or neighborhood will be retained for the project.
 - ii. Section 3 businesses that can provide evidence to the satisfaction of the awarding agency that a minimum of 50 percent of on-the-job training or registered apprenticeship opportunities will be provided to Section 3 residents in the neighborhood or area to be served by the Section 3 project or activity.
 - iii. Section 3 businesses that are located in the neighborhood or service area where the Section 3 covered project or activity is located, and a minimum of 30 percent of its permanent full-time workforce is comprised of Section 3 residents residing in the neighborhood or service area where the Section 3 covered project or activity is located.
 - iv. Grantees selected to carry DOL Youth Build programs.

Appendix A

§ 75.5 Definitions.

The terms *HUD, Public housing, and Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - i. It is at least 51 percent owned and controlled by low- or very low-income persons
 - ii. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers
 - iii. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - i. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - ii. The worker is employed by a Section 3 business concern.
 - iii. The worker is a YouthBuild participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant- based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

LABOR STANDARDS COMPLIANCE
(CERTIFICATION SUBMITTAL PAGE 13)

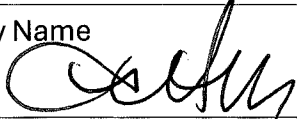
Requirements, instructions, and Labor Standards guidance are outlined in detail in pages 10-18 of these CDBG Supplemental Conditions. By signing below the Contractor/Bidder certifies that they have read, fully understand, and shall comply with the Labor Standards requirements and shall govern and implement this contract as follows:

- Davis Bacon Act requiring the Contractor to:
 - Pay prevailing wages,
 - If more than one wage decision is included in the contract, pay worker for worker classification under the appropriate wage decision [example: If a project involves sewer and street improvements and the pay rate for a laborer classification is different under the Street (street improvements) than it is under the Heavy (sewer improvements), the contractor shall pay the labor the rate for the work being completed during the pay period],
 - Provide weekly certified payrolls during the contract period (whether work is done or not),
 - Document Fringe Benefits,
 - Properly document, if applicable, participation in of any acceptable training programs for workers Contractor designates as apprentices or helpers,
 - Request additional classifications from the City for worker classifications that are not included in the wage decision(s),
 - Promptly report any under payment to workers,
 - Promptly pay restitution (including time and a half for hours in excess of 40 hours per week) to workers not paid the Federal wage rate and provided the City a signed worker certification and cancelled check documenting the restitution was paid,
 - Post the Wage Decisions in a visible spot at the work site, and
 - Post Davis-Bacon poster (WH-1321) in a visible location at the work site,
- The Copeland “Anti-Kickback” Act, requiring the Contractor to:
 - Not withhold pay amounts (deductions) to lower a worker’s hourly rate,
 - Provide detailed documentation (examples: State of Florida mandated child support, proof of health insurance payments, repayment of pre-paid loans to workers, etc.) of any and all worker deductions to verify compliance.
- The Contract Work Hours and Safety Act, requiring the Contractor to:
 - Pay time and half to workers for hours worked in excess of forty (40) hours per week, and
 - Pay liquidated damages at a rate of \$33 per calendar day for instances when time and a half was not paid to workers working in excess of forty (40) hours per week.
- Health and Safety, requiring the Contractor to:
 - Ensure that No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contract hereby affirms and certifies that it will comply with all Labor Standards requirements and shall additionally require each and all of its sub-contractors to comply with these same requirements.

MASCI General Contractor, Inc.

Company Name



November 3, 2025

Bidder (signature)

Date

Leticia M. Ferreira

Name of Authorized Representative of the Contractor

**INSERT WAGE DECISIONS
HERE**

"General Decision Number: FL20250137 08/15/2025

Superseded General Decision Number: FL20240137

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
 (EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
 BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/03/2025

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08/15/2025

ENGI0673-013 05/01/2024

	Rates	Fringes
OPERATOR: Oiler.....	\$ 24.50	15.10

IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.50	16.45

LABO0517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.61	11.59

* PAIN1010-011 08/01/2025

	Rates	Fringes
Painter - Brush, Roller & Spray.....	\$ 25.86	14.73

* SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 13.56 **	1.84
CEMENT MASON/CONCRETE FINISHER...	\$ 12.63 **	0.00
ELECTRICIAN.....	\$ 16.71 **	3.51
FORM WORKER.....	\$ 11.36 **	0.00
LABORER: Common or General.....	\$ 9.03 **	0.81
LABORER: Landscape.....	\$ 8.44 **	0.00
LABORER: Pipelayer.....	\$ 11.17 **	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.88 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator....	\$ 13.12 **	2.58
OPERATOR: Bulldozer.....	\$ 12.88 **	0.00
OPERATOR: Crane.....	\$ 14.88 **	3.17
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 13.38 **	0.00

OPERATOR: Mechanic.....	\$ 13.83 **	2.19
OPERATOR: Roller.....	\$ 10.50 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.07 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: FL20250274 01/03/2025

Superseded General Decision Number: FL20240274

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number Publication Date
0 01/03/2025

	Rates	Fringes
CARPENTER.....	\$ 22.58	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 20.23	1.36
ELECTRICIAN.....	\$ 24.08	3.40
IRONWORKER.....	\$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 16.18 **	0.00
LABORER: Common or General.....	\$ 15.88 **	0.85
LABORER: Mason Tender - Cement/Concrete.....	\$ 21.43	3.75
LABORER: Pipelayer.....	\$ 20.82	3.19
LABORER: Grade Checker.....	\$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.59	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.30	0.00
OPERATOR: Boom.....	\$ 33.61	11.50
OPERATOR: Broom/Sweeper.....	\$ 17.12 **	0.00
OPERATOR: Bulldozer.....	\$ 21.25	1.57
OPERATOR: Crane.....	\$ 31.54	0.00
OPERATOR: Grader/Blade.....	\$ 19.25	0.00
OPERATOR: Loader.....	\$ 19.05	1.99
OPERATOR: Mechanic.....	\$ 29.69	0.00
OPERATOR: Milling Machine.....	\$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.27	1.13
OPERATOR: Piledriver.....	\$ 25.18	0.00
OPERATOR: Roller.....	\$ 17.45 **	0.00
OPERATOR: Scraper.....	\$ 15.54 **	0.00
OPERATOR: Screed.....	\$ 18.53	0.00
OPERATOR: Tractor.....	\$ 16.00 **	0.68
PAINTER.....	\$ 21.02	0.00
TRAFFIC CONTROL PERSON.....	\$ 15.92 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.68 **	0.00

TRUCK DRIVER: Flatbed Truck.....	\$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 20.76	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 16.55 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 18.27	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 21.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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U.S. Department of Labor
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Washington, DC 20210

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Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

APPENDIX II TO PART 200
(CERTIFICATION SUBMITTAL PAGE 14)

By signing below the Bidder states that they fully understand the requirements as outlined in Appendix II to Part 200, below. If awarded the Bidder understands that Appendix II to Part 200 will be included in the contract between their firm and the **City of Edgewater** and will ensure compliance with the regulation and as required in the regulation and ITB # 25-PW-05 .

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency, the State of Florida and the City, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Commission and the Defense Acquisition Regulations Commission (Commissions) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

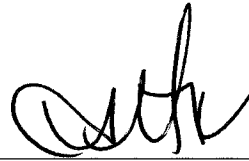
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

MASCI General Contractor, Inc.

Company Name



Bidder (signature)

November 3, 2025

Date

**44 C.F.R. APPENDIX A, PART 18
CERTIFICATION REGARDING LOBBYING
(CERTIFICATION SUBMITTAL PAGE 15)**

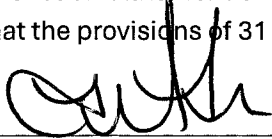
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid).

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Contractor's Authorized Official

Leticia M. Ferreira

Name and Title of Contractor's Authorized Official

November 3, 2025

Date



REFERENCE FORM

RESPONDENTS NAME: MASCI General Contractor, Inc.

Please provide a minimum of three (3) contact references, or the number specified in the solicitation document. The references must be present or past clients within the past 5 years, preferably within governmental municipalities with requirements similar to those included in this solicitation.

Agency Name Please see attached list

Address _____

Contact Person _____ **Phone No.** _____

Email Address _____

Project Title _____

Services Provided _____

Dates of Service _____

Agency Name _____

Address _____

Contact Person _____ **Phone No.** _____

Email Address _____

Project Title _____

Services Provided _____

Dates of Service _____

Agency Name _____

Address _____

Contact Person _____ **Phone No.** _____

Email Address _____

Project Title _____

Services Provided _____

Dates of Service _____

Use additional pages if needed.

7/2/2025

REFERENCES - PROJECTS COMPLETED

Project Name/Location: FDOT #T5767, SR 528, Brevard County, Florida
SR 528, from SR 5 to E of SR 3, Brevard County, Florida
Type of Project/Services: milling, paving, grading, drainage, concrete, guardrail, signs/signals, striping
Owner/Agent: Florida Department of Transportation / Pinnacle
Doug Schumann dschumann@pinnaclecei.com
(407) 496-9627
Contract Amount: \$ 10,858,007.49
Completed: 2024 ****FDOT - District 5 Roads & Streets Builder of the Year 2025****

Project Name/Location: FDOT #T5727, SR 5, Volusia County, Florida
SR 5, from Brevard Co Line to South St, Volusia County, Florida
Type of Project/Services: milling, paving, grading, drainage, concrete, guardrail, signs, striping
Owner/Agent: Florida Department of Transportation / Mehta Engineering
Anu Shah anu.shah@stvinc.com
(850) 341-6114
Contract Amount: \$ 6,972,041.32
Completed: 2023

Project Name/Location: FDOT #E57A1, SR 600, Volusia County, Florida
SR 5, from Brevard Co Line to South St, Volusia County, Florida
Type of Project/Services: milling, paving, grading, drainage, concrete, signs/signals, striping
Owner/Agent: Florida Department of Transportation / AE Engineering
Chris Nolan cnolan@wsbeng.com
(904) 574-7086
Contract Amount: \$ 5,312,936.32
Completed: 2023

Project Name/Location: Graham Swamp Trail & Pedestrian Bridge over SR 100, Flagler County, Florida
Graham Swamp Trail, Palm Coast, Florida
Type of Project/Services: milling, paving, bridge, grading, drainage, concrete, signs/signals, striping
Owner/Agent: Flagler County Board of County Commissioners
Amy Stroger astroger@flaglercounty.gov
(386) 313-4047
Contract Amount: \$ 9,478,640.33
Completed: 2023

Project Name/Location: FDOT #E57A4, SR 442, Volusia County, Florida
SR 442, from W of I-95 to US 1, Volusia County, Florida
Type of Project/Services: milling, paving, grading, drainage, concrete, signs/signals, striping
Owner/Agent: Florida Department of Transportation / Mehta Engineering
Aun Shah ashah@mehtaeng.com
(850) 341-6114
Contract Amount: \$ 7,425,368.89
Completed: 2024 ****FDOT - Smoothest Pavement of the Year Award 2024****

Project Name/Location: FDOT #E59B7 SR 415, Volusia County
Type of Project/Services: Milling and Resurfacing - Pilot Project using 3D Paving
Owner/Agent: Florida Department of Transportation
Rick Coe Frederick.Coe@dot.state.fl.us
(386) 257-3831
Contract Amount: \$ 8,845,045.09
Completed: 2024

Project Name/Location: FY24 Annual Road Resurfacing, Titusville, Florida
Various Streets

Type of Project/Services: milling & paving
Owner/Agent: City of Titusville
Kevin Cook kevin.cook@titusville.com
(321) 383-5704
Contract Amount: \$ 1,589,544.95
Completed: 2024

Project Name/Location: 2024 Citywide Paving Project, City of Ormond Beach, Florida
Various Streets
Type of Project/Services: milling & paving
Owner/Agent: City of Ormond Beach
Alex Shumann alex.schumann@ormondbeach.org
(321) 567-3775
Contract Amount: \$ 791,358.35
Completed: 2024

Project Name/Location: SR 417 Resurfacing, Orlando, Florida
SR 417, SR 528 to Berry Dease Rd, Orange County, Florida
Type of Project/Services: milling & paving
Owner/Agent: Central Florida Expressway Authority (CFX) / RK&K
Chas Starr cstarr@rkk.com
(407) 923-4908
Contract Amount: \$ 16,029,260.78
Completed: 2024

Project Name/Location: FDOT #E5X97, Volusia, Flagler, Seminole & Brevard County Florida Resurfacing
Various Streets
Type of Project/Services: milling & paving
Owner/Agent: Florida Department of Transportation (FDOT)
Brahim Sahraoui brahim.sahraoui@dot.state.fl.us
Contract Amount: \$ 500,000.00 budgetary ceiling
Completed: 2023

COMPLETED CONTRACTS AND REFERENCES LAST 3 YEARS

CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	PROJECT CONTACT	SCOPE
\$ 4,638,236.00	T5742 Wickham Rd @95 Ramps	2024	Brevard	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	improvements & resurfacing
\$ 11,200,282.00	T5767 - SR 528	2024	Brevard	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	improvements & resurfacing
\$ 8,845,045.00	E59B7 - SR 415	2024	Volusia	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving
\$ 1,589,545.00	Titusville Resurfacing	2024	Titusville	City of Titusville, 555 S. Washington Ave., Titusville FL	Milling & Paving
\$ 1,609,670.00	Volusia County Resurfacing	2024	Volusia	Volusa County, 123 W. Indiana Blvd. Deland, FL 32720	Milling & Paving
\$ 500,000.00	E5x97-RO, roadway repair	2024	Volusia, Flagler, Seminole, Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	roadway repair, as needed
\$ 1,023,128.69	City of Ormond Beach 2023 Road Resurfacing	2024	City of Ormond Beach	City of Ormond Beach, Public Works, 22 S. Beach Street, Room 104, Ormond Beach, FL 32174m 386-676-3269	2023 Road Resurfacing
\$ 16,029,260.78	CFX - SR 417 Resurfacing	2024	CFX	Central Florida Expressway Authority,	Resurfacing
\$ 4,343,700.56	T5742- Wickham Rd @I95 Ramp	2024	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	improvements, road widening
\$ 787,145.48	E58A3 (sub to Chinchor)	2023	Brevard County	FDOT - 719 S. Woodland Blvd., Deland, FL 32720	improvements & resurfacing
\$ 9,858,121.65	G1T27- Graham Swamp Trail	2023	Flagler County	Flagler County Board of County Commissioners	Trail and Pedestrian Bridge over State Road 100
\$ 8,780,809.70	T5711 - Bridge Fiske	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	SR 519 (Fiske Blvd) Bridge
\$ 13,106,590.67	Howland Blvd. Deltona, Widening	2023	Volusia County	Howland Boulevard, Deltona, FL	Road Widening & Drainage Improvements
\$ 7,138,826.00	T5727 - US 1	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Bridgedeck, Milling & Paving, Improvements
\$ 7,541,735.00	E57A4 - SR442	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving, Utility Improvements
\$ 5,361,981.00	E57A1 - SR 92	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving, Utility Improvements
\$ 1,316,439.00	Volusia County Resurfacing	2023	Volusia County	Volusa County, 123 W. Indiana Blvd. Deland, FL 32720	Milling & Paving

\$ 243,090.00	South Daytona Resurfacing	2023	S. Daytona	City of South Daytona, 1672 S. Ridgewood Ave., South Daytona, FL 32119	Milling & Paving
\$ 18,301,220.00	T5642 - SR46 Seminole County	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 399,844.00	City of Ormond Beach Roadway Resurfacing	2022	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Resurfacing
\$ 902,241.00	H5I26	2022	Titusville	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Emergency Repair Work
\$ 577,065.00	HI524	2022	Port Orange	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Emergency Repair Work
\$ 854,016.51	DCDD Milling & Resurfacing	2022	Palm Coast	DCDD, 101 Jungle Hut Rd., Palm Coast Gregory Peugh	Milling & Paving
\$ 816,702.75	Edgewater Resurfacing	2022	City of Edgewater	City of Edgewater, 104 N. Riverside Dr., Edgewater Bonnie Zlotnik	Milling & Paving
\$ 5,733,346.00	T5680 SR 436	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving, Utility Improvements
\$ 7,766,630.00	E5A19 -SR 519 to SR 520	2022	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving, Utility Improvements
\$ 5,119,046.00	Volusia Countywide Resurfacing	2022	Volusia County	Volusa County, 123 W. Indiana Blvd. Deland, FL 32720	Milling & Paving
\$ 459,173.00	Port Orange Resurfacing	2022	Port Orange	City of Port Orange, 1000 City Center Cir., Port Orange, FL 32127	Milling & Paving
\$ 2,398,362.00	Palm Coast Resurfacing	2022	Palm Coast	City of Palm Coast, 160 Lake Ave., Palm Coast, FL	Milling & Paving
\$ 582,193.00	Debary Resurfacing	2022	Debary	City of Debary, 16 Colomba Road, Debary FL	Milling & Paving

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, ^{Masci} General Contractor, Inc. as Principal and Arch Insurance Company of the City of Jersey City State of New Jersey, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Edgewater hereinafter called the Owner, in the sum of Five Percent of Amount Bid ----- Dollars (\$ ---5%---) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

G2-G11 Canal Improvement Project Construction of Group A, ITB 25-PW-05
Project Name and Bid #

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his/her bid by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 4th day of November, 2025, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

N/A _____ (Seal)

N/A _____ (Seal)

N/A _____ (Seal)
Individual or Partner

N/A _____
Witness

Masci General Contractor, Inc. _____

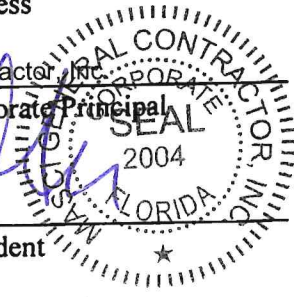
5752 S. Ridgewood Avenue, Port Orange , FL 32127
Address

Masci General Contractor, Inc. _____
Corporate Principal

ATTEST:

[Signature]

[Signature]
Vice President



Arch Insurance Company _____

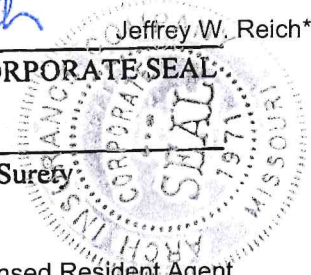
AFFIX CORPORATE SEAL

Harborside 3, 210 Hudson St., Suite 600,
Jersey City, NJ 07311-1107
Address

By [Signature] Jeffrey W. Reich*
AFFIX CORPORATE SEAL

Arch Insurance Company _____

Corporate Surety



ATTEST:

[Signature]
Kelly Moulton - Witness

*Attorney-in-Fact & FL Licensed Resident Agent

Title Inquiries: 407-786-7770

END OF SECTION

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

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

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

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

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

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

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

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 30th day of September, 2025

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

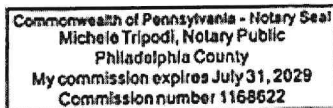


Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

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



Michele Tripodi

Michele Tripodi, Notary Public My commission expires 07/31/2029

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 30, 2025 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of November, 2025.

Regan A. Shulman

Regan A. Shulman, Secretary

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

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

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



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



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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1454791

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1454791

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

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

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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B. TERMINATION

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

ARTICLE VI PARTIES

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

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

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

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

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

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Approved by:

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

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Information Required for the E-Verify Program**Information relating to your Company:**

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

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

FL

1

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

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

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

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Edgewater ("Governmental Entity").

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Masci General Contractor, Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of (Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

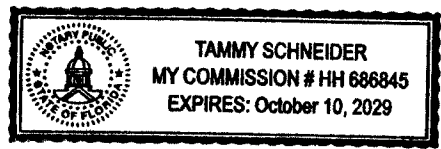
Company: Masci General Contractor, Inc.
 Authorized Signature: *[Signature]* Date: 11/3/25
 Printed Name: Leticia M. Ferreira Title: Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of November, 2025, by Leticia M. Ferreira, as MASCI General Contractor, Inc. on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.



Tammy Schneider
Notary Public Signature





Vendor Information Form

CITY OF EDGEWATER

104 N Riverside Drive, Edgewater, FL 32132

Email to: purchasing@cityofedgewater.org

Form is to be completed by Vendor. *If a "DBA", please be sure this is indicated on W-9* Date 11/3/2025

Company Name: MASCI General Contractor

FEIN or SS#: 20-2045800 Service or Commodity Provided Asphalt/Excavation/Pipe Work etc

Mail Address: 5752 South Ridgewood Avenue

City: Port Orange State: Florida Zip+4: 32127

Remit Address: 5752 South Ridgewood Ave

City: Port Orange State: Florida Zip+4: 32127

Phone: (386) 322-4500 Email: leticiamasci@mascigc.com

Purchase Orders to be sent to: Leticia M. Ferreira

Phone: 386-322-4500 Email: leticiamasci@mascigc.com

Accounts Receivable Contact Name: Leticia M. Ferreira

Phone: 386-322-4500 Email: leticiamasci@mascigc.com

Vendor Instructions

If your company provides services performed on City property, you will also be required to submit an ACORD Insurance Certificate naming the City of Edgewater as an additional insured, along with a copy of the additional insured endorsement from your policy, prior to services being rendered.

The City of Edgewater is exempt from the payment of Florida sales and use tax. Copies of the City's Sales Tax Exemption Certificate are available upon request to purchasing@cityofedgewater.org.

The City's payment terms are per Florida Prompt Payment Act and all invoices/billing should be sent to: City of Edgewater, PO Box 100, Edgewater, FL 32132.

A completed Form W-9 must be submitted with this Vendor Information Form.

Submission of this Vendor Information Form constitutes agreement with the Purchase Order Terms and Conditions as found on the City's website: <https://www.cityofedgewater.org/finance/page/purchasing-policies>

Payment Options:

Check Direct Deposit/ACH

NOTE: If your firm selects Direct Deposit/ACH form of payment, staff will reach out to obtain banking information upon award of contract.

Under penalties of perjury, I certify that the above information is complete and accurate. If direct deposit was the method selected, I hereby authorize The City of Edgewater to automatically deposit payment for invoices into our account at the financial institution listed. I also authorize withdrawal transaction from the account, limited to the amount of the original deposit, in the event of an overpayment or erroneous deposit. This authorization will remain in effect until The City of Edgewater has received, in writing, our cancellation notification. I will notify the City in writing of any account changes or closure, in such a manner as to afford the City ample time to act upon it. I understand that failure to do so may result in deposit failure.

Authorized Signature  Date 11/3/2025

Name (printed) Leticia M. Ferreira Title Vice President

FOR OFFICE USE ONLY

Received _____ by _____
Processed _____ by _____
Approved _____ by _____

MASCI GENERAL CONTRACTOR, INC.

GENERAL CONTRACTORS

5752 S. Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500 General Fax (386) 322-4600
Estimating Fax (386) 322-4543

November 3, 2025

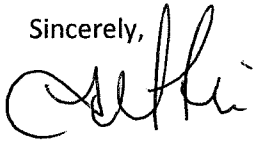
G2-G11 Canal Improvement Project Construction of Group A

To Whom It May Concern,

This letter is in reference to the project listed above. We have no exceptions to list at this time.

If you should have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Leticia M. Ferreira', written in a cursive style.

Leticia M. Ferreira
Vice President



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MASCI, LEONEL ANDRES

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

LICENSE NUMBER: CGC1518864

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/13/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MASCI, LEONEL ANDRES

MASCI CORPORATION
5752 S RIDGEWOOD AVE
HARBOR OAKS FL 32127

LICENSE NUMBER: CUCA56854

EXPIRATION DATE: AUGUST 31, 2026

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

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

MASCI, LEONEL ANDRES

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE FL 32127

LICENSE NUMBER: PE68418

EXPIRATION DATE: FEBRUARY 28, 2027

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Masci Equipment List - Owned and Available

Equipment #	Year	Make/Model	VIN/Serial #
DUMP TRUCKS			
DPT002-6387	2006	Mack CV713	1M2AG11C36M036387
DPT007-8803	2010	Mack GU713	1M2AX07C2AM008803
DPT010-6681	2009	Mack GU713	1M2AX07CX9M006681
DPT011-8175	2010	Mack GU713	1M2AX07CXAM008175
DPT012-1964	2007	Mack CV713	1M2AG11C67M061964
DPT014-7057	2009	Mack GU713 - Black	1M2AX04CX9M007057
DPT015-6201	2009	Mack GU713 - Orange	1M2AX04C89M006201
DPT016-7375	2009	Mack GU713 - Orange	1M2AX04C29M007375
DPT020-0621	2000	Mack RD690S - White	1M2P264C4YM030621
DPT021-8147	2010	Mack GU713 - Orange	1M2AX04CXAM008147
DPT023-9196	2004	Mack CV713 - White/Red	1M2AG11C84M009196
DPT024-4764	2007	Mack CTP713 - White	1M2AT04C87M004764
DPT025-4762	2007	Mack CTP713 - White	1M2AT04C47M004762
DPT027-7238	2009	Mack GU713 - Blue	1M2AX09C29M007238
DPT029-7236	2009	Mack GU713 - Blue	1M2AX09C99M007236
DPT030-7237	2009	Mack GU713 - Blue	1M2AX09C09M007237
DPT031-7352	2016	Mack CU713 - White	1M2AX09C5GM027352
DPT032-3101	2010	Kenworth T800 - White	1NKDL40X4AJ263101
DPT033-1617	2015	Kenworth T800	1NKDX4TXXFJ441617
DPT034-8856	2011	Mack GU713 - White/Red Body	1M2AX04C4BM008856
DPT039-6293	2023	MACK GR64B	1M2GR3GC4PM036293
DPT040-8005	2018	MACK GU713	1M2AX09C7JM038005
DPT041-8008	2018	MACK GU713	1M2AX09C2JM038008
DPT042-4367	2021	FRHT M2106	3ALACXFC4MDMS4367
DPT043-8757	2024	MACK GR64F	1M2GR4GC7RM038757
DPT044-8751	2024	MACK GR64F	1M2GR4GC6RM038751
DPT045-1876	2023	MACK GR64F	1M2GR4GC6PM031876
DPT046-8531	2025	MACK GR64F	1M2GR4GC1SM048531
DPT047-4653	2025	MACK GR64F	1M2GR4GC6SM044653
DPT048-0611	2026	ISUZU NRR	JALE5W160T7P00611
DPT049-5978	2025	MACK GR64F	1M2GR4GC6SM045978
DPT050-5974	2025	MACK GR64F	1M2GR4GC9SM045974
DPT051-7360	2025	MACKGR64F	1M2GR4GC6SM047360
DPT052-7357	2025	MACKGR64F	1M2GR4GC6SM047357
DPT053-8683	2025	MACKGR64F	1M2GR4GC2SM048683
TRACTOR TRAILER TRUCKS			
TTR003-6404	2010	Mack CH613	1M1AN07Y0AN006404
TTR004-6532	2009	Mack GU713	1M2AX07C49M006532
TTR005-7559	2009	Mack GU713	1M1AX09Y09M007559
TTR006-6784	2015	MACK - CXU613	1M1AW02Y3FM046784
TTR007-6737	2015	MACK - CXU613	1M1AW02Y5FM046737
TTR008-4863	2015	Peterbilt 389	1XPXP4EXXFD274863
TTR009-0499	2024	KENWORTH W990 HEAVY HAUL	1XK1P4EX0RJ370499
TTR010-0277	2023	MACK P164T DAY CAB	1M1PN4GY6PM010277
TTR011-7580	2017	MACK GU813	1M1AX18Y1HM037580
TTR012-3687	2024	MACK PI64T DAY CAB	1M1PN4GY3RM013687
SERVICE TRUCKS			
SER001-8265	2006	Freightliner M2-106	1FVACXCS86HV78265
SER002-2530	2015	Dodge Ram 5500	3C7WRNFL9FG502530
SER003-0906	2009	GMC C-5500 (BLUE)	1GDG5C3969F400906
SER003-8585	2016	Dodge Ram 4500	3C7WRLBLOGG148585
SER004-0983	2004	Freightliner FL-70	1FVABSDC84HN00983

SER005-6684	2007	International 4300	1HTMMAAN47H456684
SER006-1228	2016	Isuzu NQR Service Truck - RED	JALE5W161G7901228
SER007-2175	2011	RAM 5500 SLT - White	3D6WA7EL7BG502175
SER008-1095	2015	Freightliner M2-106	3ALACWDT9FDGC1095
SER009-0052	2023	ISUZU FTR	54DK6S1FXPSA50052
SER010-0243	2025	Freightliner M2-106 plus	1FVHCYFEXSHVK0243
SER011-1731	2025	ISUZU NRR	JALE5W166S7P01731
SER012-0588	2024	RAM 5500	3C7WRNBL8RG240588
WATER TRUCKS			
WT001-3498	1992	Ford Water Truck F700	1FDXK74C8NVA33498
WT002-4648	1995	International 4700	1HTSMABM2SH664648
WT003-6800	1999	International 4700	1HTSCAAM4XH676800
WT005-6304	2001	Isuzu COE Water Truck	JALB4B14817016304
WT006-9028	2015	Freightliner m2 106 medium duty	3ALACXDT3FDGA9028
WT007-9109	2014	Freightliner m2	3ALACXCY4EDFV9109
MISC. TRUCKS			
FBT003-8944	2000	Int'l. Flatbed 4700	1HTSCABM2YH228944
FBT-4351	2010	Isuzu Flatbed NPR	JALC4W165A7004351
FBT-3115	1998	International 4900	1HTSDAAN8WH523115
FBT-1476	1970	Mack Dump	DM487S1476
FBT-0296	2018	Isuzu Flatbed NPR	JALB4W176J7F00296
FBT-0943	2013	Isuzu Flatbed NPR	JALB4W174D7400943
FBT-7022	2023	ISUZU NRR	JALE5VV162P7307022
FBT-3678	2009	INTERNATIONAL 7400 6X4	1HTWGAAR29J143678
FBT-4497	2018	FREIGHTLINER M2 106 4X2	3ALACWDT0JDJJ4497
SUPERVISOR / MGMT TRUCKS			
PKU006-6028	2006	Chevy C-1500 - Blue	2GCEC13T261226028
PKU011-8590	2011	Toyota Tundra	5TFEY5F17BX108590
PKU013-0862	2012	Toyota Tundra	5TFRM5F1XCX050862
PKU014-2687	2012	Toyota Tundra	5TFDW5F11CX212687
PKU-3096	2018	Toyota Tundra 4x2 - White	5TFRM5F13JX123096
PKU-0419	2017	Toyota Tundra- White	5TFRM5F1XHX110419
PKU-6039	2019	Toyota Tundra - White	5TFRM5F1XKX136039
PKU-7700	2016	Nissan Titan XD	1N6BA1F43GN517700
PKU-7962	2022	Chevy Silverado 1500	3GCNAAED9NG567962
PKU-7747	2019	Toyota Tundra	5TFAY5F18KX797747
PKU-2549	2019	Toyota Tundra	5TFHY5F18KX782549
PKU-9753	2025	Toyota Tundra Crewmax	5TFKB5AB3SX049753
PKU-7076	2025	Toyota Tacoma SR 4x2 double cab	3TYKD5HN9ST037076
BACKHOES			
BH004-3882	2010	Caterpillar 420E	HLS03882
BH005-0543	2013	Caterpillar 420 FIT	JWJ00543
DOZERS			
DZ003-0351	2013	Caterpillar D5K	YYY00351
DZ004-9851	2009	John Deere 650J	JX169851
DZ006-1927	2013	Komatsu D65WX-17	1927
DZ007-1583	2025	JOHN DEERE 700 P-TIER	1T0700PACSF11583
EXCAVATORS			
EXC001-7358	1987	Komatsu PC 200	27358
EXC006-3812	2006	Kobelco SK135SRLC	YH04-03812
EXC009-0074	2007	Hyundai ROBEX450LC-7A	NB0310074
EXC010-0062	2007	Hyundai ROBEX450LC-7A	NB0310062
EXC012-1463	2009	Hitachi ZX135HYD	FF01SCQ071463
EXC013-0215	2010	Komatsu PC308USLC-3	20215
EXC014-0288	2010	Komatsu PC308MSLC	20288
EXC015-0413	2012	Caterpillar 304ECR	TTN00413

EXC016-0321	2012	Caterpillar M318D	D8W00321
EXC017-0136	2008	Komatsu PC308USLC-8	30136
EXC-6339	2006	Komatsu PC50MR-2	6339
EXC-8614	2017	Kubota KX040-4R1T w/ 6 way Blade	28614-24QC
EXC-0464	2019	Kubota KX057-4R1A Excavator	30464
EXC-0274	2017	Hyundai 220LC-9A Hydraulic Excavator	HHKHZ610VE0000274
EXC-0117	2011	Hyundia Robex 480LC-9 Track	HHHQB01LB0000117
EXC-1051	2005	Kobelco SK250	LL09U1051
EXC-1243	2019	John Deere 135G FT	1FF135QXAKF501243
EXC-5525	2020	KOBELCO SK140SRLC-7	YY09045525
EXC-5452	2017	Komatsu PC360LC-11	A35452
EXC-0364	2022	HYUNDAI HX210AL HYDRAULIC	CE0000364
EXC-1425	2018	LINKBELT 300X4 HYDRAULIC	LBX300Q7NJHEX1425
EXC-3616	2022	JOHN DEERE 85G	1FF085GXTNJ023616
EXC-0106	2022	KUBOTA KX060-5 HYDRAULIC	KBCDZ37EHN3G10106
EXC-0191	2008	KOMATSU PC308USLC-3E0	KMTPC160A02030191
EXC-1930	2023	HYUNDAI R35Z	HHKHM04LE0001930
EXC-1485	2020	JOHN DEERE 135G HYDRAULIC	1FF135GXLKF501485
EXC-1490	2023	LINK BELT 75X3	LBX075Q6NNHEX1490
EXC-2184	2023	HYUNDAI R35Z-9A	HHKHM04VE0002184
EXC-1155	2018	LINKBELT 490X	LBX49007NHHEX1155
EXC-1102	2023	KOBELCO SK55SRX-7	PS05061102
EXC-0189	2024	HITACHI ZX50U-5N	HCMAED60P00300189
EXC-0317	2024	MIVA VA 20	VA20240317
EXC-1921	2021	LINK-BELT 145X4DZ	LBX145Q7NLHEX1921
EXC-0018	2025	HYUNDAI HX355ALCRD	DWGCECHZHR1010018
EXC-9201	2023	KOMATSU PC360LC-11	A39201
EXC-0031	2025	HYUNDAI HX355ALCRD	DWGCECHZCS1010031
EXC-0032	2025	HYUNDAI HX355ALCRD	DWGCECHZTS1010032

LOADERS

LDR002-7045	2006	John Deere 444J	DW444JZ607045
LDR003-1702	2006	John Deere 444J	DW444JZ611702
LDR004-7637	2006	John Deere 544J	DW544JZ607637
LDR005-7297	2006	John Deere 544J	DW544JZ607297
LDR007-0768	2006	Hyundai HL757-7	LD0110768
LDR008-7877	2007	John Deere 544J	DW544JZ607877
LDR010-0090	2008	Hyundai HL740-7A	LF0710090
LDR015-2020	2012	John Deere 544K	1DW544KZEBD642020
LDR016-1131	2011	John Deere 544K	1DW544KZTBD641131
LDR017-9761	2017	John Deere 544KII	1DW544KXEHF679761
LDR019-6145	2017	Case 621F Rubber Tired	NGF236145
LDR020-6291	2017	Case 521F Rubber Tired	6291
LDR023-1729	2021	John Deere 544P	1DW544PAPMLZ11729
LDR024-2012	2021	John Deere 544K-II	1DW544KZLHF682012
LDR025-0876	2022	HYUNDAI HL940	HHKHW400PK0000876
LDR026-0354	2018	HYUNDAI HL960	HHKHW600KI0000354
LDR027-0711	2020	HYUNDAI HL960	HHKHW600EL0000711
LDR029-0433	2022	HYUNDAI HL940A	HHKHWL40KL0000433
LDR030-0401	2023	JOHN DEERE 544-G TIER	1YN544GAHPLA00401
LDR031-0464	2023	JOHN DEERE 544-G TIER	1YN544GAEPLA00464
LDR032-0242	2024	HYUNDAI HL975	HHKHW770KL0000242
LDR033-8917	2024	HITACHI ZW95-6C	W09P10355RBA08917
LDR034-6350	2023	CASE 321F	FNH321FHNPH06350
LDR035-1113	2025	JOHN DEER 544-G TIER	1YN544GAKSLA01113

SWEEPERS			
SWP002-6191	2006	Lay Mor 6HC	26191-002
SWP004-3160	2008	Lay Mor 8HC	33160
SWP005-2223	2008	Lay Mor 8HC	32223
SWP006-3525	2010	Lay Mor 8HC	33525
SWP009-7923	2012	Kubota MX5100	SN57923
SWP010-7285	2016	Lay Mor Sweepster SM300	SN37285
SWP-5739	2014	John Deere 5055E Broom Tractor	1LV5055ECEY245739
SWP-9619	2008	Rosco 4820 Broom	49619
SWP-7791	2015	Rosco Sweep Pro 4930	127791
SWP-6883	2019	Kubota MX5200HST Tractor	66883
SWP-4320	2013	Lay Mor SM300	34320
SWP-4276	2013	Lay Mor 8HC	34276
SWP-4344	2013	Lay Mor 8HC	34344
SWP-6595	2018	FRHT M2 W/ JOHNSTON ES351	1FVACXFC9KHKL6595
SWP-2776		Kubota L4760	42776
SWP-7719	2022	KUBOTA MX5400	17719
SWP-7326	2019	ROSCO RB50 BROOM`	207326
SWP-2562	2024	ODRA MT4H ROAD SWEEPER/CHEVY 5500XD	JALEEW165R7302562
SWP-0817	2022	LAYMOR SM300	40817
SWP-1477	2021	ROSCO NV55	NV55-291477
SWP-8051	2025	FREIGHTLINER M2	1FVACWFE3SHVY8051
SWP-9070	2020	ROSCO NV55	279070
SWP-5735		ROSCO NV55	415735
ROLLERS			
RL006-5607	2007	Ingersoll Rand SD450-TF	185607
RL007-1863	2007	Bomag BW-211-D3	901580861863
RL008-1060	2008	Bomag BW-145-DH3	901581481060
RL011-0962	2008	Caterpillar CB-434D	CNH00962
RL012-0469	2013	Caterpillar CB-534D	EAA00469
RL013-1074	2010	Caterpillar CB-434D	CNH01074
RL-0152	1999	Dynapac CS141	21720152
RL-9813	2014	Leeboy/Rosco 915	79813
RL-2235	1984	Hyster C340B Tandem	B146C-2235F
RL-0637	2012	Hamm HD140VO Asphalt Roller	H1840637
RL-1786	2014	Sakai SW850II Asphalt Roller	4SW56-501786
RL-0177	2014	Sakai SW850II Asphalt Roller	4SW56-50177C
RL-0254	2015	Hamm H7i	H2220254
RL-2749	2019	Hamm HD12VV	H2302749
RL-0798		HYUNDAI HR30T-R	3603110E120798
RL-1065	2012	HAMM HD 70	H1871065
RL-1486	2018	BOMAG BW211D-5 84" SMOOTH DRUM	101586081486
RL-0264		Sakai SW850ND	4SW56-50264
RL-1239		DEMO DYNAPAC CC1000	31239
RL-2122	2008	LEEBOY/TRUPAC 915	915-52122
RL-3405	2022	DYNAPAC CC950 DOUBLE DRUM	10000381CNA033405
RL-6894	2023	HAMM HD12VV ASPHALT ROLLER	WGH0H230EHAA06894
RL-6424	2023	DYNAPAC CC950 DOUBLE DRUM	10000381PPA036424
RL-7018	2023	DYNAPAC CA1400D	10000186EPA037018
RL-3880	2022	DYNAPAC CA3500D	33880
RL-1231	2024	BOMAG BW120AD-5	961880891231
RL-1050	2022	BOMAG BW206AD-5	101921811050
RL-0354	2019	HAMM HD120IVO	WGH0H243VHAA00354

RL-1101	2025	BOMAG BW28RH	961538501101
RL-1045	2022	BOMAG BW 206 AD-5	101921811045

SKID STEERS

SKD006-1423	2011	Caterpillar 279C	MBT01423
SKD-4158	2016	Takeuchi TL8RW	200804158
SKD-4838	2019	Caterpillar 246D Skid Steer	BYF04838
SKD-4835	2019	Caterpillar246D	BYF04835
SKD-6558	2020	John Deere 333G	1T0333GKPLF386558
SKD-0261	2014	Cat 236D skid steer loader	CAT0236DHBGZ00261
SKD-1368	2013	Takeuchi TL 230	223101368
SKD-2600	2022	Takeuchi TL8R-2CH	408002600
SKD-7498	2021	John Deere 332G	1T00332GMLMF397498
SKD-0483		Takeichi TL8R2 Track Loader	408000483
SKD-4552	2022	MANITOU 1350RT TRACK LOADER	MAN1350TC0D304552
SKD-6239	2021	JOHN DEERE 325G RUBBER TRACK	1T0325GKKMJ406239
SKD-0862	2023	CAT 246D3	CAT0246DKT9Z00862
SKD-4046	2023	JOHN DEERE 325G	1T0325GKEPJ454046
SKD-5269	2023	Takeuchi TL8R-2	408005269
SKD-5975	2023	JOHN DEERE 325G	1T0325GKTPJ455975
SKD-4052	2021	JOHN DEERE 333G	1T0333GMLMF404052
SKD-1144		CAT 246D3	CAT0246DAT9Z01144
SKD-0791	2025	TAKEICHI TL8R2R	408010791

PAVING EQUIPMENT

PX008-0977	2014	Hamm HD120VO	H1840977
PX010-0008		Blaw-Knox RW-100 Road Widener	0980-008
PX011-6389	2014	International Leeboy MAXIII	1HTWAAAN8DJ196389
PX012-1327	2017	Wirtgen W200i Milling Machine	14201327
PX014-0731	2004	Roadtec SB2500C Shuttle Buggy	731
PX015-0002	2019	Kenworth Tack Truck w/Etnyre Centennial Tank	2NKHMM7X9KM300002 / S7678
PX017-0738	2004	Roadtec SB2500C Shuttle Buggy	SB2500C-738
PX018-1133	2014	CAT Weiler E1250A Shuttle Buggy	1133
PX019-0008	2019	Kenworth Tack Truck w/Etnyre Centennial	2NKHMM7XXKM300008
PX020-1034	2015	Wirtgen W210i Milling Machine	15201034
PX021-0049	2017	Vogele 2003-3i	975.0049
PX022-0117	2018	VOGELE SUPER 1300-3i	14110117
PX023-0071	2017	VOGELE SUPER 2003-3i	9750071
PX024-1165	2016	Wirtgen W210i Milling Machine	15201165
PX025-0054	2017	VOGELE 2003-3i PAVER	975.0054
PX026-0067	2017	VOGELE 2003-3i PAVER	975.0067
PX027-0034	2020	Wirtgen W220Fi tracked cold planer	11220034
PX028-2963	2024	CAT PC306 24" HIGH FLOW COLD PLANER	0ERC02963
PX029-3237	2020	DYNAPAC MF2500CS	10002459LKG003237
PX030-1002	2022	BOMAG BMF2500	101940601002
PX031-3045	2024	KENWORTH T380	2NK4HM7X5RM353045
PX032-0552	2025	VOGELE SUPER 1700-3i	WGV01982TJVA00552
PX033-0177	2021	VOGELE SUPER 2003-3i	09750177
PX034-0079	2019	WIRTGEN W210Fi	23.20.0079

ROAD GRADERS

RG002-9379		Leeboy Grader 685B	49379
RG005-0196	2019	SANY SMG200 14'	PY1220BH0196

RG006-0013	2019	SANY SMG200 12'	PY1220BJ0013
RG007-0869	2025	JOHN DEERE 672G	1DW672GPHSF720869
TRAILERS			
TRL005-9077	1994	Wabash Flatbed Trailer	1JF45266RL249077
TRL006-0127	2006	Lark Storage Trailer	5RTBE12136D000127
TRL007-912T	2006	Lark Storage Trailer	5RTBE12136D99912T
TRL010-0216	2007	Witzco Challenger / RN35	1W8B21F3X7S000216
TRL012-5177	2009	VMA/Pace/Cargo	4FPUB14259G135177
TRL013-3646	2009	EASD Red Tilt Trailer ET20-14	4YZET202691013646
TRL016-9535	2012	Haulmark Utility	16HCB1013CG099535
TRL017-3710	2013	Big T Black / Trailer	16VNX1627D3C73710
TRL018-0753	2013	Freedom Trailer	5WKBE1620D1020753
TRL019-4412	2013	Bendron/Titan Cargo	5UZBE1225DD024412
TRL020-1900		Mobile 60x12Office Trailer	DBI01900
TRL022-0298	2013	Econoline Trailer	42ETPGF22D1000298
TRL024-0445	2015	Eager Beaver / Low Boy 50-60 Tn	112SD3532FL080445
TRL-8977	2015	FVCG/Cargo Trailer	5NHUNS629FU108977
TRL-0124	1997	Dorsey Dump Trailer (Aluminum)	1DTD18D24VS080124
TRL025-T201	2005	SSP - Dewatering Trailer	SST05025143EQT201
TRL026-9701	2003	ASPT Dewatering Trailer	NOVIN0200299701
TRL-2622	2017	Anvil Trailer AT7X12TA2 (7x12)	7FYBE122XHD002622
TRL029-9567	2011	Leeboy Trailer	1B9AA1112B1309567
TRL-3742	2017	COTC Trailer	4YMBU1019HG023742
TRL-0068	2018	Witzco Challenger Low Boy Trailer	1W8A11F32JS000068
TRL-1089	2019	Anvil Trailer AT7X12TA2 (7x12)	7FYBE1229KD011089
TRL-3279	2019	Covered TA Gold series white (7x12)	53FBE1224KF053279
TRL-3306	2019	Down to Earth DTE58G29 8' black	5MYUU0811KB063306
TRL-7524	2019	Anderson Trailer 6x14	4YNBN1428KC087524
TRL-3479	2019	Down to Earth DTE58G29 8' black	5MYUU081XXB063479
TRL-9869	2020	Anderson Trailer	4YNBN1213LC089869
TRL-7123	1984	Etnyre LWR/ tr6	1E9T42206GE007123
TRL-0384	2006	DETA	1S9BU101665460384
TRL-6244	2021	PDQ UT6X12TA BLACK 12FT	1P91U1223MD796244
TRL-3451	2022	BIG TEX 16' BUMPER PULL	16V1U1925N3163451
TRL-2740	2022	BIG TEX 16' BUMPER PULL	16VIU2029N3172740
TRL-2272	2024	TRAILSTAR ALUMINUM DUMP	5MADS2431RC082272
TRL-1013	2023	CARRY ON TRAILER/UTILITY LANDSCAPE	4YMBU0816PG011013
TRL-0320	2024	WITZCO RG52 DETACHABLE GOOSENECK	1W8A11E31RS000320
TRL-5094	2024	SURE TRAC UTILITY TRAILER	5JW1U1217R1415094
TRL-6160	2025	MAC ALUMINUM DUMP	5MADS2437SC076160
TRL-4899	2023	NVAE 6X10	5JW1U1015P1404899
TRL-7249	2023	NVAE 7X18	5JW1U1821P2387249
TRL-0616	2025	BIG TEX UTILITY TRAILER	16V1U1722S3380616
TRL-0785	2025	CARRY-ON TRAILER	4YMBU0819SG010785
TRL-7976	2025	NVAE 7X16+4 TILT BED	5JW1U2029S1437976
TRL-1164	2025	TCTR VT BLK	1XNBU1218S1151164
TRL-1934	2025	CVRD WAGON CARGO	53FBE1423SF101934
TRL-5024	2025	7X12 DIAMOND CARGO TRL	53NBE1224T1115024
TRL-3784	2025	KRAFTSMAN 25 TON TAG LOW PRO w LIFT AXLE HP-50 PS-LA	5E7HP323XSA003784
MISC. EQUIPMENT			
MIC006-0623	2006	Gomaco GT3600 G21	902900623
MIC007-2899	2016	John Deere Mower Z540M-48A	1GXZ540MEGG012899
MIC008-1099	1989	Caterpillar R80 Rough Terrain Forklift	49A01099
MIC010-9145	2014	Terex-Finlay 684 Screener	TRX00684JDGE89145
MIC011-6670	2017	Buffalo Turbine EFI Cyclone KB5	S/N: 26670
MIC012-1530	2007	Genie Z80 Manlift	Z80071530
MIC013-0167	2014	Caterpillar Asphalt Compactor 44B	NSL00167

MIC015-0269	2002	Caterpillar RM-250C	CATRM250CAWG00269
MIC018	2014	GENIE GS1930 19' ELECTRIC	
MIC019-2762	2016	DOOSAN G30P-5 5500 LB PNEUMATIC TIRE	FGA0C-1790-02762
MIC020-0368	2016	Snorkel A46JRT boom lift 4X4	A46JRT-04-000368
MIC021-7939		TEREX FINLAY 120RS CRUSHER	TRX120RSC0MN37939
		All Pro Concrete Pulverizer Direct Connect	APCP-235
MIC022-0506	2022	TOYOTA 8FGU25 FORKLIFT	10506
MIC023-5389	2018	GENIE SX125XCV	SX125-389
MIC024-9916	2021	BELL B30E ARTICULATING DUMP	B93A631EA03009916
MIC025-3871	2014	JEEP	1C4BJWDG1EL103871
MIC026-0485	2025	JOHN DEERE MOWER Z960M 60	1TC960MCPSS140485
MIC027-9388	2011	TOYOTA 4D AVALON	4T1BK3DB5BU379388
MIC028-3569	2025	WACKER G25 GENERATOR	WNMG0201CM000356

B) MAJOR MANUFACTURERS OR SUPPLIERS:

If box is checked, provisions for Major Manufacturers or Suppliers DO NOT apply to this Contract.

1. The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.
2. The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.
3. Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).
4. If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.
5. For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

6. Each proposed alternate will be evaluated in accordance with the General Conditions. The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.
7. The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.
8. The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

A) MAJOR MANUFACTURERS OR SUPPLIERS:

If box is checked, provisions for Major Manufacturers or Suppliers DO NOT apply to this Contract.

Category I - Sole Source Equipment Items:

Specification Section	Equipment	Manufacturer
	N/A - None	

Category II - Major Equipment Items:

Specification Section	Equipment	Manufacturer
	N/A - None	A) B) C)

If box is checked, provisions for Major Manufacturers or Suppliers (or Alternates)
DO NOT apply to this Contract.

ALTERNATE MANUFACTURERS/SUPPLIERS

<u>EQUIPMENT ITEM MATERIAL</u>	<u>SPEC. SECTION</u>	<u>ALTERNATIVE MANUFACTURER/ SUPPLIER (LIST ONE ONLY)</u>	<u>DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____



REFERENCE FORM

RESPONDENTS NAME: MASCI General Contractor, Inc.

Please provide a minimum of three (3) contact references, or the number specified in the solicitation document. The references must be present or past clients within the past 5 years, preferably within governmental municipalities with requirements similar to those included in this solicitation.

Agency Name Please see attached list

Address _____

Contact Person _____ **Phone No.** _____

Email Address _____

Project Title _____

Services Provided _____

Dates of Service _____

Agency Name _____

Address _____

Contact Person _____ **Phone No.** _____

Email Address _____

Project Title _____

Services Provided _____

Dates of Service _____

Agency Name _____

Address _____

Contact Person _____ **Phone No.** _____

Email Address _____

Project Title _____

Services Provided _____

Dates of Service _____

Use additional pages if needed.

7/2/2025

REFERENCES - PROJECTS COMPLETED

Project Name/Location: FDOT #T5767, SR 528, Brevard County, Florida
SR 528, from SR 5 to E of SR 3, Brevard County, Florida
Type of Project/Services: milling, paving, grading, drainage, concrete, guardrail, signs/signals, striping
Owner/Agent: Florida Department of Transportation / Pinnacle
Doug Schumann dschumann@pinnaclecei.com
(407) 496-9627
Contract Amount: \$ 10,858,007.49
Completed: 2024 ****FDOT - District 5 Roads & Streets Builder of the Year 2025****

Project Name/Location: FDOT #T5727, SR 5, Volusia County, Florida
SR 5, from Brevard Co Line to South St, Volusia County, Florida
Type of Project/Services: milling, paving, grading, drainage, concrete, guardrail, signs, striping
Owner/Agent: Florida Department of Transportation / Mehta Engineering
Anu Shah anu.shah@stvinc.com
(850) 341-6114
Contract Amount: \$ 6,972,041.32
Completed: 2023

Project Name/Location: FDOT #E57A1, SR 600, Volusia County, Florida
SR 5, from Brevard Co Line to South St, Volusia County, Florida
Type of Project/Services: milling, paving, grading, drainage, concrete, signs/signals, striping
Owner/Agent: Florida Department of Transportation / AE Engineering
Chris Nolan cnolen@wsbeng.com
(904) 574-7086
Contract Amount: \$ 5,312,936.32
Completed: 2023

Project Name/Location: Graham Swamp Trail & Pedestrian Bridge over SR 100, Flagler County, Florida
Graham Swamp Trail, Palm Coast, Florida
Type of Project/Services: milling, paving, bridge, grading, drainage, concrete, signs/signals, striping
Owner/Agent: Flagler County Board of County Commissioners
Amy Stroger astroger@flaglercounty.gov
(386) 313-4047
Contract Amount: \$ 9,478,640.33
Completed: 2023

Project Name/Location: FDOT #E57A4, SR 442, Volusia County, Florida
SR 442, from W of I-95 to US 1, Volusia County, Florida
Type of Project/Services: milling, paving, grading, drainage, concrete, signs/signals, striping
Owner/Agent: Florida Department of Transportation / Mehta Engineering
Aun Shah ashah@mehtaeng.com
(850) 341-6114
Contract Amount: \$ 7,425,368.89
Completed: 2024 ****FDOT - Smoothest Pavement of the Year Award 2024****

Project Name/Location: FDOT #E59B7 SR 415, Volusia County
Type of Project/Services: Milling and Resurfacing - Pilot Project using 3D Paving
Owner/Agent: Florida Department of Transportation
Rick Coe Frederick.Coe@dot.state.fl.us
(386) 257-3831
Contract Amount: \$ 8,845,045.09
Completed: 2024

Project Name/Location: FY24 Annual Road Resurfacing, Titusville, Florida
Various Streets

Type of Project/Services: milling & paving
Owner/Agent: City of Titusville
Kevin Cook kevin.cook@titusville.com
(321) 383-5704
Contract Amount: \$ 1,589,544.95
Completed: 2024

Project Name/Location: 2024 Citywide Paving Project, City of Ormond Beach, Florida
Various Streets
Type of Project/Services: milling & paving
Owner/Agent: City of Ormond Beach
Alex Shumann alex.schumann@ormondbeach.org
(321) 567-3775
Contract Amount: \$ 791,358.35
Completed: 2024

Project Name/Location: SR 417 Resurfacing, Orlando, Florida
SR 417, SR 528 to Berry Dease Rd, Orange County, Florida
Type of Project/Services: milling & paving
Owner/Agent: Central Florida Expressway Authority (CFX) / RK&K
Chas Starr cstarr@rkk.com
(407) 923-4908
Contract Amount: \$ 16,029,260.78
Completed: 2024

Project Name/Location: FDOT #E5X97, Volusia, Flagler, Seminole & Brevard County Florida Resurfacing
Various Streets
Type of Project/Services: milling & paving
Owner/Agent: Florida Department of Transportation (FDOT)
Brahim Sahraoui brahim.sahraoui@dot.state.fl.us
Contract Amount: \$ 500,000.00 budgetary ceiling
Completed: 2023

COMPLETED CONTRACTS AND REFERENCES LAST 3 YEARS

CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	PROJECT CONTACT	SCOPE
\$ 4,638,236.00	T5742 Wickham Rd @95 Ramps	2024	Brevard	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	improvements & resurfacing
\$ 11,200,282.00	T5767 - SR 528	2024	Brevard	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	improvements & resurfacing
\$ 8,845,045.00	E59B7 - SR 415	2024	Volusia	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving
\$ 1,589,545.00	Titusville Resurfacing	2024	Titusville	City of Titusville, 555 S. Washington Ave., Titusville FL	Milling & Paving
\$ 1,609,670.00	Volusia County Resurfacing	2024	Volusia	Volusa County, 123 W. Indiana Blvd. Deland, FL 32720	Milling & Paving
\$ 500,000.00	E5x97-RO, roadway repair	2024	Volusia, Flagler, Seminole, Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	roadway repair, as needed
\$ 1,023,128.69	City of Ormond Beach 2023 Road Resurfacing	2024	City of Ormond Beach	City of Ormond Beach, Public Works, 22 S. Beach Street, Room 104, Ormond Beach, FL 32174m 386-676-3269	2023 Road Resurfacing
\$ 16,029,260.78	CFX - SR 417 Resurfacing	2024	CFX	Central Florida Expressway Authority,	Resurfacing
\$ 4,343,700.56	T5742- Wickham Rd @I95 Ramp	2024	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	improvements, road widening
\$ 787,145.48	E58A3 (sub to Chinchor)	2023	Brevard County	FDOT - 719 S. Woodland Blvd., Deland, FL 32720	improvements & resurfacing
\$ 9,858,121.65	G1T27- Graham Swamp Trail	2023	Flagler County	Flagler County Board of County Commissioners	Trail and Pedestrian Bridge over State Road 100
\$ 8,780,809.70	T5711 - Bridge Fiske	2023	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	SR 519 (Fiske Blvd) Bridge
\$ 13,106,590.67	Howland Blvd. Deltona, Widening	2023	Volusia County	Howland Boulevard, Deltona, FL	Road Widening & Drainage Improvements
\$ 7,138,826.00	T5727 - US 1	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Bridgedeck, Milling & Paving, Improvements
\$ 7,541,735.00	E57A4 - SR442	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving, Utility Improvements
\$ 5,361,981.00	E57A1 - SR 92	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving, Utility Improvements
\$ 1,316,439.00	Volusia County Resurfacing	2023	Volusia County	Volusa County, 123 W. Indiana Blvd. Deland, FL 32720	Milling & Paving

\$ 243,090.00	South Daytona Resurfacing	2023	S. Daytona	City of South Daytona, 1672 S. Ridgewood Ave., South Daytona, FL 32119	Milling & Paving
\$ 18,301,220.00	T5642 - SR46 Seminole County	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
\$ 399,844.00	City of Ormond Beach Roadway Resurfacing	2022	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Resurfacing
\$ 902,241.00	H5I26	2022	Titusville	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Emergency Repair Work
\$ 577,065.00	HI524	2022	Port Orange	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Emergency Repair Work
\$ 854,016.51	DCDD Milling & Resurfacing	2022	Palm Coast	DCDD, 101 Jungle Hut Rd., Palm Coast Gregory Peugh	Milling & Paving
\$ 816,702.75	Edgewater Resurfacing	2022	City of Edgewater	City of Edgewater, 104 N. Riverside Dr., Edgewater Bonnie Zlotnik	Milling & Paving
\$ 5,733,346.00	T5680 SR 436	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving, Utility Improvements
\$ 7,766,630.00	E5A19 -SR 519 to SR 520	2022	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling & Paving, Utility Improvements
\$ 5,119,046.00	Volusia Countywide Resurfacing	2022	Volusia County	Volusa County, 123 W. Indiana Blvd. Deland, FL 32720	Milling & Paving
\$ 459,173.00	Port Orange Resurfacing	2022	Port Orange	City of Port Orange, 1000 City Center Cir., Port Orange, FL 32127	Milling & Paving
\$ 2,398,362.00	Palm Coast Resurfacing	2022	Palm Coast	City of Palm Coast, 160 Lake Ave., Palm Coast, FL	Milling & Paving
\$ 582,193.00	Debary Resurfacing	2022	Debary	City of Debary, 16 Colomba Road, Debary FL	Milling & Paving

SECTION 00-490

TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
Trench Box	\$500.00
_____	_____
_____	_____
_____	_____
_____	_____

Five hundred dollars

(Cost in Words)

TOTAL \$ 500.00

COMPANY NAME: MASCI General Contractor, Inc.

DATE: November 3, 2025 BY: 

(Additional sheets shall be attached, as needed, and items shall be organized to correspond with the bid format)

END OF SECTION