



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

**FORT PIERCE**  
*Florida*

August 20, 2025

Email: [jciabattari@ferreiraconstruction.com](mailto:jciabattari@ferreiraconstruction.com)

**Ferreira Construction Co. Inc.**  
13000 S.E. Flora Avenue  
Hobe Sound, FL 33455  
Attn: John Ciabattari, Vice President

**SUBJECT: Notice of Award  
Bid No. 2025-019 – Indian River Drive Corridor Improvements**

Dear Mr. Ciabattari:

The Commission of the City of Fort Pierce met in regular session, Monday, July 21, 2025, and awarded subject bid to your firm, in the amount of \$10,254,124.04.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Agreement (please ensure to complete item 9-F, page 12).
3. Furnish the required Performance and Payment Bonds.
4. Completion of required form Affidavit Regarding the Use Coercion for Labor or Services.
5. We kindly request an updated Certificate of Liability, Property Damage, and Workers' Compensation in accordance with Article 17 of the contract. The City's Risk Manager has reviewed the certificate of insurance included in your bid response, and we've identified a few areas for improvement.

**We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation, or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.**

6. Return documents enclosed within five (5) days after receipt, via email to:

Email:

Gelencia Carter, Purchasing Manager  
City of Fort Pierce  
[gcarter@cityoffortpiece.com](mailto:gcarter@cityoffortpiece.com)

Carbon Copy:

[purchasing@cityoffortpiece.com](mailto:purchasing@cityoffortpiece.com)

This letter must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

Sincerely,  
CITY OF FORT PIERCE

*Gelencia Carter*

Gelencia Carter, M P A  
Purchasing Manager

ACCEPTED BY:  
FERREIRA CONSTRUCTION CO. INC.

*Dictinio Garcia*  
Signature (Manual)

Signature (Typed or Printed)  
Dictinio Garcia, Sr. Vice President

Title  
08/26/2025  
Date

**NOTARIZATION**

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 26th day of August 2025,  
by Dictinio Garcia, Sr. Vice President, of  
Officer of Firm Title

Ferreira Construction Co., Inc. a New Jersey corporation, on behalf of the corporation.  
Name of Firm State

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Cecilia Hein  
Notary Public



My commission expires: June 29, 2027

/gc

cc: Mark Zrallack, P.E., City Engineer  
Tracy Telle, Engineering Manager

# UNIT PRICE CONSTRUCTION

FOR

## INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

**CITY OF FORT PIERCE BID NO. 2025-019**



Prepared by:

The City of Fort Pierce Department of Engineering  
Mark Zrallack, P.E., City Engineer  
100 North U.S. Hwy. 1  
Ft. Pierce, FL 34950  
(772) 467-3774

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## **AGREEMENT**

**THIS AGREEMENT** (hereinafter the “Agreement” or “Contract”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the “CITY”), and **FERREIRA CONSTRUCTION CO. INC.**, with a local principal address at **13000 S.E. Flora Avenue, Hobe Sound, FL 33475** (hereinafter “CONTRACTOR”).

### **WITNESSETH:**

**WHEREAS**, the CITY wishes to contract for the project identified as **Indian River Drive Corridor Improvements, Bid No. 2025-019, Fort Pierce, Florida**, and

**WHEREAS** the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner, and

**WHEREAS** the CITY has relied upon the above representations by the CONTRACTOR, and

**WHEREAS** the CITY’s Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

**NOW, THEREFORE**, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

### **ARTICLE 1 DOCUMENTS INCORPORATED BY REFERENCE**

This Contract includes the reconstruction of 2,151 LF of Indian River Drive roadway situated between Seaway Drive (SR A1A) and Avenue A. Construction includes a new bridge at Moore’s Creek, storm drainage improvements, water and sewer improvements, sidewalks, curb and gutter, driveway aprons, complete roadway rebuild, on-street parking, landscaping, irrigation, decorative lighting, brick paver crosswalks, pedestrian area, and ADA upgrades.

In addition to the Indian River Drive construction, the project also includes reconstruction of 631 LF along AE Backus Avenue between N. 2<sup>nd</sup> Street and Indian River Drive. This construction includes new roadway, curb and gutter, sidewalks, driveway aprons, ADA upgrades, drainage improvements, and decorative lighting.

The Contract includes the construction drawings and the following:

1. Exhibit “A” - Invitation to Bid No. 2025-019
2. Exhibit “B” - Instructions to Bidders
3. Exhibit “C” – Technical Specifications
4. Exhibit “D” - Bid Forms
5. Exhibit “E” - General Conditions
6. Exhibit “F” – Federal Funded Projects Contract Requirements

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively

referred to as the "Contract" or "Contract Documents"). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "E," "General Conditions," conflict with Contract terms the Contract terms shall prevail.

## **ARTICLE 2 REPRESENTATIONS OF THE CONTRACTOR**

In order to induce the CITY to execute this Contract and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Contract, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

## **ARTICLE 3 INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the CONTRACTOR's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied, or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price.

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR. 3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3(E) Wherever this Contract calls for “strict” compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words “include,” “includes,” or “including,” as used in this Contract, shall be deemed to be followed by the phrase, “without limitation.”

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected Work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR’s compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- (1) As between this document and the plans or specifications, this document shall govern.
- (2) In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

#### **ARTICLE 4 CONTRACTOR’S PERFORMANCE**

The CONTRACTOR shall perform all of the Work required, implied, or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Contract Documents, except as specifically identified therein as the Work of other parties, in accordance with the terms herein, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

## **ARTICLE 5 TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS**

5(A) The CONTRACTOR shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within three hundred thirty-five (335) calendar days and Final Completion in three hundred sixty-five (365) calendar days as specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 10(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **\$500.00** per day for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy

beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed "substantially complete," and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Contract.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work herein, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Contract (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation

requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only, as set forth above, may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors, or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances, or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective Work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

## **ARTICLE 6 CONTRACT PRICE AND CONTRACT PAYMENTS**

**6(A) Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2025-019, Indian River Drive Corridor Improvements, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: \$ 10,254,124.04 – Ten million two hundred fifty-four thousand one hundred twenty four dollars and four cents,(hereinafter the "Contract Amount" or "Contract Price")**

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY.

6(C) Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the Contract Amount allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project

and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the City Engineer, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials that are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the City Engineer with Payment Request. Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all Work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said Work rests with CONTRACTOR until Substantial Completion of contracted Project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the Work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY, nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any Work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the

CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

- (1) The quality of a portion, or all, of the CONTRACTOR's Work not being in requirements of this Contract; or
- (2) The quantity of the CONTRACTOR's Work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or
- (3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed; or
- (4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or
- (5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or
- (6) Loss caused by the CONTRACTOR; or
- (7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes a written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance, and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete Work, correcting, and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims

shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective, or nonconforming Work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming Work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5 above and elsewhere herein.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due to the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

## **ARTICLE 7 INFORMATION AND MATERIAL SUPPLIED BY THE CITY**

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of : (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore

may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

7(B) The CONTRACTOR is responsible for obtaining ALL permits and paying all fees required of the CONTRACTOR by this Contract or permits and fees customarily the responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Attorney's Office or Building Department.

## **ARTICLE 8 CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK**

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such Work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this Article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

## **ARTICLE 9 DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR**

In addition to any and all other duties, obligations, and responsibilities of the CONTRACTOR set

forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs Work knowing or believing, or if through exercise of reasonable diligence they should have known that such Work involves an error, inconsistency, or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such Work and shall correct same bearing the costs set forth in Article 3(H) above.

9(B) All Work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

9(C) The Work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors, or omissions of those engaged in the Work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed.

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty.

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the Work.

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full-time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION
Jim Weeks	General Superintendent
Mark D'Annunzio	Project Manager
Rick Stillwell	Project Superintendent
Michael Ciabattari	Project Manager

If at any time the City Engineer or his designee reasonably determines that any employee of the CONTRACTOR is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, who shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the Work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any Work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meet the requirements of the Contract, or will do so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and

sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its Work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform Work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the Work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY, and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop Work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other Work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of Work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

## **ARTICLE 10 INDEMNITY**

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent, or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, and appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

## **ARTICLE 11 CLAIMS BY THE CONTRACTOR**

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 6 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City

Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this

Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any Work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation.

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

## **ARTICLE 12 SUBCONTRACTORS**

12(A) Prior to execution of this Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

**ARTICLE 13  
CHANGE ORDERS**

One or more changes to the Work within the general scope of this Contract may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 6 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the Work is performed.

- a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.
- b. The price breakdown:
  - (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and
  - (b) Must cover all Work involved in the modification, whether the Work was deleted, added, or changed.
- c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

- (1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by: (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties, and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known.

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety, or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved Workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any Work performed by the CONTRACTOR's own forces, 10% of the Subtotal of Costs to the CONTRACTOR.
2. For the CONTRACTOR, for any Work performed by his Subcontractor, 5% of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 10% of their materials and direct labor costs.
4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 5% of the amount due the Sub-subcontractor.

For Change Orders, the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost  
 + CONTRACTOR's Direct Labor Costs  
 + CONTRACTOR's Equipment Costs (includes owned/rental equipment)  
 + Applicable Subcontractor Costs  
 Subtotal of Costs to the CONTRACTOR  
 + CONTRACTOR's Overhead and Profit  
Total Cost or Credit to the Owner

13(F) Nothing contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

#### **ARTICLE 14 DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this Contract or in violation of an instruction from the City Engineer, such Work shall be uncovered and displayed for review by the City Engineer and/or the City's consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the Work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or the City's consultants. If the uncovered Work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such Work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct Work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections, and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the

CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming Work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer.

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming Work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming Work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming Work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to correct the defect or non-conformance.

## **ARTICLE 15 CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

- (1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and
- (2) preserving and protecting Work in place; and
- (3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and
- (4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's Completion Date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle 15(C), the

CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

## **ARTICLE 16 TERMINATION BY THE CITY**

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the Work so terminated, other than warranties and guarantees for completed Work and installed equipment, and the CONTRACTOR shall stop Work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected Work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed Work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR an amount derived in accordance with Subarticle 16(A)(3) below.

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder.

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

- (a) Contract costs for labor, materials, equipment, and other services accepted under this Contract.
- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would

have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

- (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).
- (d) The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment, or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause; such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

## **ARTICLE 17 INSURANCE**

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors, or omissions, or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its Work, both temporary and permanent.

### 17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the

policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation /Employer's Liability Insurance.

Worker's Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers, and employees scheduled thereon.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$2,000,000	Each Accident
	\$2,000,000	Disease - Policy Limit

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:  
Mold, fungus, or bacteria  
Terrorism  
Silica, asbestos, or lead  
Sexual molestation"

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the Final Completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work. The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$2,000,000
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17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds. The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation. The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$2,000,000
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17(A)(6) Pollution Legal Liability

Pollution Legal Insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within, three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be \$50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be \$10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of \$20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any Work under this Agreement. Failure to do so shall constitute a material breach upon which the City may immediately terminate or suspend this contract.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

## **ARTICLE 18 PERFORMANCE AND PAYMENT BONDS**

(a) **BONDS REQUIRED:** Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond, and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) **SURETY'S QUALIFICATIONS:** All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall

be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2022 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR Part 223. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between

the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the Work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(3) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

**ARTICLE 19  
PROJECT RECORDS**

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

**ARTICLE 20  
APPLICABLE LAW**

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

**ARTICLE 21  
SUCCESSORS AND ASSIGNS**

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

**ARTICLE 22  
MISCELLANEOUS PROVISIONS**

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity" as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

**CITY:**

Tracy Telle, Engineering Manager  
**City of Fort Pierce**  
100 N. US Highway 1  
Fort Pierce, FL 34950  
Phone: 772-467-3776  
Fax: 772-460-6847

**CONTRACTOR:**

John Ciabattari  
**Ferreira Construction Co, Inc.**  
13000 SE Flora Avenue  
Hobe Sound, FL 33455  
Phone: 772-286-5123  
Fax:

Copies to:

**City Attorney**  
**City Manager**

**ARTICLE 23  
ENTIRE AGREEMENT**

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

**ARTICLE 24  
SEVERABILITY**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

**ARTICLE 25  
WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

**ARTICLE 26  
E-VERIFY**

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONTRACTOR. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

**ARTICLE 27  
SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's Sovereign Immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**ARTICLE 28  
PUBLIC RECORDS**

The CITY strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, CONTRACTOR shall comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.**

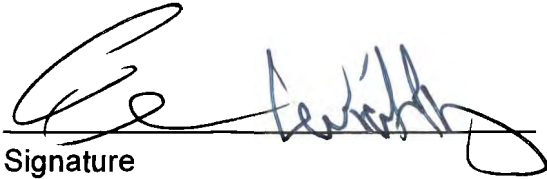
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**IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.**

**WITNESSETH:**

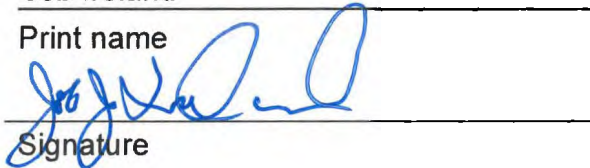
Eric Willenberg

Print Name

  
Signature

Job Ireland

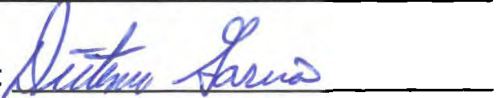
Print name

  
Signature

**CONTRACTOR:**

FERREIRA CONSTRUCTION CO.INC

By:



Title: Dictinio Garcia

Sr. Vice President

Federal Tax ID No. 22-3334957

**ATTEST:**

**CITY OF FORT PIERCE**

Linda Cox, City Clerk

Linda Hudson, Mayor

Date

**APPROVED AS TO FORM AND CORRECTNESS:**

Sara Hedges, City Attorney

**BID RESPONSE FORM**

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
<b>ROADWAY PAY ITEMS</b>					
101-1	MOBILIZATION / DEMOBILIZATION	LS	1	\$ 870,077.00	\$ 870,077.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 92,840.00	\$ 92,840.00
104-2	PREVENTION, CONTROL, & ABATEMENT OR EROSION & WATER POLLUTION	LS	1	\$ 72,670.00	\$ 72,670.00
110-1-1	STANDARD CLEARING & GRUBBING	AC	5	\$ 38,156.90	\$ 198,415.88
120-1	REGULAR EXCAVATION	CY	4229	\$ 17.60	\$ 74,430.40
120-6	EMBANKMENT	CY	6547	\$ 42.00	\$ 274,974.00
160-4	TYPE "B" STABILIZATION	SY	10410	\$ 10.30	\$ 107,223.00
285-709	OPTIONAL BASE GROUP 9 (10" THICK)	SY	7112	\$ 46.40	\$ 329,996.80
327-70-1	MILLING EXISTING PAVEMENT (1.0" AVG DEPTH)	SY	233	\$ 33.20	\$ 7,735.60
334-1-53	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (PG 76-22) (1')	TN	422	\$ 181.20	\$ 76,466.40
334-1-53A	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2')	TN	811	\$ 200.50	\$ 162,805.50
350-3-204	CEMENT CONCRETE PAVEMENT (STAMPED CROSSWALK) (6")	SY	80	\$ 132.00	\$ 10,560.00
400-0-11	GLASS NS CONCRETE (GRAVITY WALL)(SCHEME 4)	CY	48-2	\$ -	\$ -
400-0-12	GLASS NS CONCRETE (SEATWALL)	CY	44	\$ -	\$ -
400-0-13	GLASS NS CONCRETE (CONCRETE STEPS)	CY	2-8	\$ -	\$ -
425-1-201	CURB INLET (TYPE P-9) (<10')	CY	25	\$ 6,754.73	\$ 168,868.25
425-1-203	CURB INLET (TYPE J-9) (<10')	CY	2	\$ 7,541.00	\$ 15,082.00
425-1-211	CURB INLET (TYPE P-10) (<10')	CY	1	\$ 6,701.00	\$ 6,701.00
425-1-213	CURB INLET (TYPE J-10) (<10')	EA	1	\$ 7,690.00	\$ 7,690.00
425-1-334	CURB INLET (TYPE P-3) (<10')	EA	4	\$ -	\$ -
425-1-341	CURB INLET (TYPE P-4) (<10')	EA	1	\$ 10,907.00	\$ 10,907.00
425-1-521	DITCH BOTTOM INLET (TYPE C) (<10')	EA	7	\$ 5,410.00	\$ 37,870.00
425-1-711	VALLEY GUTTER INLET (<10') (P-BOTTOM)	EA	2	\$ 11,214.00	\$ 22,428.00
425-1-712	VALLEY GUTTER INLET (<10') (J-BOTTOM)	EA	1	\$ 11,720.00	\$ 11,720.00
425-2-41A	MANHOLE (P-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE	EA	13	\$ 7,870.00	\$ 102,310.00
425-2-71A	MANHOLE (J-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE	EA	4	\$ 6,992.00	\$ 27,968.00
425-5-1A	MANHOLE (UTILITIES) ADJUST (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	7	\$ 3,682.00	\$ 25,774.00
425-6	VALVE BOX ADJUST	EA	9	\$ 545.20	\$ 4,906.80
425-11	MODIFY EXIST. DRAINAGE STRUCTURE	EA	3	\$ 4,005.90	\$ 12,017.70
430-175-115	PIPE CULVERT (15" RCP) (CL III)	LF	21	\$ 209.27	\$ 4,394.67
430-175-118	PIPE CULVERT (18" RCP) (CL III)	LF	80	\$ 119.20	\$ 9,536.00
430-175-124	PIPE CULVERT (24" RCP) (CL III)	LF	1368	\$ 137.42	\$ 187,990.56
430-175-124A	PIPE CULVERT (24" CAP) (12 GAUGE) (ULTRA-FLO)	LF	182	\$ 159.58	\$ 29,043.56
430-175-215	PIPE CULVERT (12"x18" ERCP) (CL III)	LF	42	\$ 159.48	\$ 6,698.16
430-175-218	PIPE CULVERT (14"x23" ERCP) (CL III)	LF	200	\$ 136.80	\$ 27,360.00
430-175-224	PIPE CULVERT (19"x30" ERCP) (CL III)	LF	21	\$ 291.85	\$ 6,128.85
430-830	PLUG AND PRESSURE GROUT PIPE OUT OF SERVICE	CY	239	\$ 107.70	\$ 25,740.30
440-73-2	6" HDPE UNDERDRAIN PIPE	LF	797	\$ -	\$ -
516-1-2	PIPE HANDRAIL - GUIDERAIL W/HANDRAIL (ALUMINUM)	LF	89	\$ -	\$ -
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4132	\$ 55.05	\$ 227,466.60
520-2-4	CONCRETE CURB (TYPE D)	LF	1087	\$ 38.84	\$ 42,219.08
520-3	CONCRETE VALLEY GUTTER	LF	407	\$ 50.94	\$ 20,732.58
520-2-115	CONCRETE HEADER CURB	LF	1182	\$ 53.68	\$ 63,449.76
522-1	CONCRETE SIDEWALK (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4")	SY	447	\$ 53.68	\$ 23,994.96
522-1A	CONCRETE SIDEWALK (W/BRICK-BANDING) (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	3072	\$ 150.42	\$ 462,090.24
522-2	CONCRETE SIDEWALKS & DRIVEWAYS (3,000 PSI W/ FIBER) (1.5 LB/SY) (8" THICK)	SY	194	\$ 111.89	\$ 21,706.66
526-1-1	ARCHITECTURAL PAVERS (ROADWAY)( PLAZA) (W/6" THICK CONC- SUB SLAB)	SY	4045	\$ -	\$ -
526-1-2	ARCHITECTURAL PAVERS (SIDEWALK) (REMOVE & RESET)	SY	120	\$ 64.30	\$ 7,716.00
526-1-3	PERVIOUS PAVERS (F&I)	SY	1195	\$ 116.50	\$ 139,217.50
527-2A	DETECTABLE WARNING DOMES (F&I) (PAVERS)	SF	674	\$ 228.80	\$ 154,211.20
530-3-8	RIPRAP-RUBBLE (REMOVE EXISTING AND REINSTALL)	CY	26	\$ 185.50	\$ 4,823.00
761-38-13	CONCRETE BENCH (BOOMERANG BENCH)	EA	2	\$ -	\$ -
999-2A	RECORD/AS-BUILT DRAWINGS (ROADWAY & DRAINAGE)	LS	1	\$ 22,489.20	\$ 22,489.20
<b>LANDSCAPE PAY ITEMS</b>					
162-1-3	PREPARED SOIL LAYER (SUPPLEMENTAL TOP SOIL)(DEPTH	CY	500	\$ 70.70	\$ 35,350.00
570-1-2	PERFORMANCE TURF (SOD)(FLORATAM)	SY	3200	\$ 7.10	\$ 22,720.00
570-1-2A	PERFORMANCE TURF (SOD)(BAHIA)	SY	225	\$ 4.80	\$ 1,080.00
570-1-2B	PERFORMANCE TURF (SOD)(ARACHIS GLABRATA 'ECOTUR' / PERENNIAL PEANUT)	SY	321	\$ 39.60	\$ 12,711.60
580-1-9	MULCH (FLORIMULCH) (4" THICK)	SY	154	\$ 6.40	\$ 985.60
580-4-555	ROYSTONEA REGIA / ROYAL PALM (17-20' G.W.)	EA	12	\$ 6,169.60	\$ 74,035.20
580-4-566	PHOENIX SYLVESTRIS/WILD DATE PALM (18" - 18" HT)	EA	3	\$ -	\$ -
580-7-107	MUHLENBERGIA CAPILLARIS/PINK MUHLY (24" HT MIN.)	EA	1312	\$ -	\$ -
580-7-147	GLUSIA ROADIA 'NANA'/GLUSIA NANA (18" HT MIN., 18" SPR MIN.)	EA	496	\$ -	\$ -
580-7-177	CHRYSOBALANUS ICAGO 'RED TIP' / RED TIP COGOPLOM (30" HT MIN., 36" SPR MIN.)	EA	475	\$ -	\$ -
580-7-267	FIGUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FIGUS (18" HT MIN., 18" SPR MIN.)	EA	2133	\$ -	\$ -
580-7-707	BOUGAINVILLEA 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA (24" HT MIN., 24" SPR MIN.)	EA	222	\$ -	\$ -
580-7-727	CRINUM AUGUSTUM 'QUEEN EMMA' / QUEEN EMMA CRINUM LILY (24" HT MIN., 30" SPR MIN.)	EA	65	\$ -	\$ -
580-7-747	TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASME (24" X	EA	4522	\$ -	\$ -
580-7-767	EVOLULUS CLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MONING GLORY (24" HT MIN.)	EA	4834	\$ -	\$ -
581-1-1	RELOCATED ROYAL PALM	EA	36	\$ 2,571.30	\$ 92,566.80
590-70	IRRIGATION SYSTEM (COMPLETE)(F&I)	LS	1	\$ -	\$ -
<b>SIGNING AND MARKING PAY ITEMS</b>					
700-1--11A	SINGLE POST SIGN (F&I) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	24	\$ 1,665.70	\$ 39,976.80
700-1-61A	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	4	\$ -	\$ -
700-1-51B	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, 12--20 SF) (DECORATIVE SIGNS AND POLES)	AS	2	\$ 1,768.60	\$ 3,537.20
702-1	BLINKER BEAM PEDESTRIAN CROSSING SYSTEM	EA	2	\$ -	\$ -
706-1-3	RETROREFLECTIVE PAVEMENT MARKINGS	EA	128	\$ 10.50	\$ 1,344.00
711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6')	LF	4202	\$ 3.70	\$ 15,547.40
711-11-123	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (12')	LF	164	\$ 6.40	\$ 1,049.60
711-11-125	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24')	LF	215	\$ 11.80	\$ 2,537.00
711-11-141	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (WHITE) (6", 2'-4" SKIP)	LF	90	\$ 6.00	\$ 540.00
711-11-170	TRAFFIC MARKING (THERMOPLASTIC) (WHITE) (ARROW)	EA	3	\$ 258.60	\$ 775.80
711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6')	LF	2979	\$ 3.70	\$ 11,022.30
711-11-224	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (16')	LF	5	\$ 10.90	\$ 54.50
711-11-231	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6", 2'-4" SKIP)	LF	96	\$ 6.00	\$ 576.00
711-11-234	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6", 2'-4" SKIP)	LF	460	\$ -	\$ -
713-103-101	PERMANENT TAPE (WHITE) (6") (BRIDGE)	LF	172	\$ 8.00	\$ 1,376.00
713-113-103	PERMANENT TAPE (WHITE) (12") (BRIDGE)	LF	64	\$ 14.40	\$ 921.60
713-113-202	PERMANENT TAPE (YELLOW) (6") (BRIDGE)	LF	172	\$ 8.00	\$ 1,376.00
<b>LIGHTING PAY ITEMS</b>					

This should have been a unit cost of \$92,840.00 Subtotals are correct.

This had \$1,137.42 as unit cost in error. Total was correct.

This item were eliminated & not included in our prior subtotals.

This item were eliminated & not included in our prior subtotals.

519-79	BOLLARD (LIGHTED)(F&I)	EA	46	\$-	-	\$-	-
519-79	BOLLARD (NONLIGHTED) (F&I)	EA	16	\$	4,342.00	\$	69,472.00
630-2-11	CONDUIT (F&I) (OPEN TRENCH) (2" PVC)	LF	4053	\$	27.50	\$	111,457.50
635-2-11	PULL & SPLICE BOX (13"X24") (F&I)	EA	38	\$	1,210.00	\$	45,980.00
715-500-1	POLE CABLE DISTRIBUTION SYSTEM (CONVENTIONAL)	EA	38	\$	907.00	\$	34,466.00
715-516-315	LIGHT POLE COMPLETE (SPECIAL DESIGN) (POLE TOP MOUNT) (F&I) (W/RECEPTACLE AND BANNER ARMS)	EA	36	\$	12,117.00	\$	436,212.00
715-546-815	LIGHT POLE COMPLETE (RELOCATE)	EA	1	\$	3,638.00	\$	3,638.00
<b>BRIDGE PAY ITEMS</b>							
106-2	MONITOR EXISTING STRUCTURES - VIBRATION MONITORING	LS	1	\$	21,905.00	\$	21,905.00
110-3	REMOVAL OF EXISTING STRUCTURE/BRIDGE	SF	2760	\$	115.50	\$	318,780.00
400-2-10	CONCRETE CLASS 11, APPROACH SLAB	CY	51	\$	489.47	\$	24,962.97
400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	132.3	\$	2,821.05	\$	373,224.92
400-4-25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CY	87.6	\$	4,175.00	\$	365,730.00
400-4-47	CONCRETE CLASS IV, CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	CY	109.3	\$	1,494.73	\$	163,373.99
400-7-1	BRIDGE DECK GROOVING	SY	147	\$	72.90	\$	10,716.30
400-148	PLAIN NEOPRENE BEARING PAOS	CF	5	\$	2,061.50	\$	10,719.80
415-1-4	REINFORCING STEEL, BRIDGE SUPERSTRUCTURE	LB	16908	\$	6.34	\$	107,196.72
415-1-9	REINFORCING STEEL, APPROACH SLABS	LB	8750	\$	2.56	\$	22,400.00
415-2-5	STAINLESS REINFORCING STEEL, SUBSTRUCTURE	LB	22600	\$	6.10	\$	137,860.00
450-8-24	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 15" CARBON STEEL, WIDTH 58-00"	LF	438	\$	466.23	\$	204,208.74
455-34-405	PRESTRESSED CONCRETE PILING, INCLUDES 100% DYNAMIC TESTING, SIZE 18" SQ W/ FRP OR STAINLESS STEEL STRANDS AND	LF	2845	\$	254.00	\$	722,630.00
455-133-3	SHEET PILING STEEL (F&I), PERMANENT	SF	1086	\$	250.00	\$	271,500.00
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, (F&I) POURED JOINT WITH BACKER ROD	LF	121	\$	103.20	\$	12,487.20
451-5-3A	FOOT 36" CURB RAIL	LF	114	\$	1,422.00	\$	162,108.00
630-2-16	CONDUIT (F&J), EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	LF	750	\$	56.10	\$	42,075.00
635-3-13	JUNCTION BOX (F&I), EMBEDDED	EA	4	\$	858.00	\$	3,432.00
715-11A	LUMINAIRE COMPLETE (F&I)	LS	1	\$	60,807.41	\$	60,807.41
<b>SEAWALL REPAIR PAY ITEMS</b>							
401-70-1	RESTOR SPALLED AREAS, EPOXY	CF	4	\$-	-	\$-	-
401-70-4	RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT	CF	47	\$-	-	\$-	-
401-70-4A	RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT (WALL-	GF	27	\$-	-	\$-	-
411-1A	CRACK SEALING STRUCTURES REHAB	LF	30	\$-	-	\$-	-
563-4	ANTI-GRAFFITI COATING, NON-SCRIBICAL	SF	1500	\$-	-	\$-	-
901-1A	57-STONE FILL	LS	4	\$-	-	\$-	-
<b>WATER/SEWER UTILITY PAY ITEMS</b>							
999-2B	RECORD/ AS-BUILT DRAWINGS (FPUA UTILITIES)	LS	1	\$	27,501.10	\$	27,501.10
1050-18-203	EXISTING 6" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	1,090	\$	28.10	\$	30,629.00
1050-18-204	EXISTING 8" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	100	\$	64.30	\$	6,430.00
1050-18-204A	EXISTING 12" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	50	\$	84.70	\$	4,235.00
1050-18-204B	EXISTING 8" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	70	\$	50.00	\$	3,500.00
1050-18-204C	EXISTING 18" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	770	\$	29.00	\$	22,330.00
1050-18-204D	EXISTING 15" GRAVITY SEWER (REMOVE)	LF	43	\$	121.80	\$	5,237.40
1050-18-322	EXISTING 2" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	205	\$	33.80	\$	6,929.00
1050-31-206	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (6")	LF	82	\$	162.00	\$	13,284.00
1050-31-208	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (8")	LF	123	\$	161.26	\$	19,834.98
1050-31-208A	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (8")	LF	61	\$	189.15	\$	11,538.15
1050-31-212	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (12")	LF	62	\$	403.78	\$	25,034.36
1050-31-216	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (16")	LF	30	\$	1,030.94	\$	30,928.20
1050-31-218	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (18")	LF	759	\$	270.00	\$	204,930.00
1050-41-102	UTILITY PIPE (F&I) (PE) (FORCE MAIN) (2")	LF	77	\$	67.26	\$	5,179.02
1050-42-218	UTILITY PIPE (F&I) (HOPE) (FORCE MAIN) (18")	LF	106	\$	635.57	\$	67,370.42
1050-51-206	UTILITY PIPE (F&I) (DI) (WATER MAIN) (8")	LF	66	\$	676.00	\$	44,616.00
1050-51-218	UTILITY PIPE (F&I) (DI) (FORCE MAIN) (18")	LF	67	\$	3,054.31	\$	204,638.77
1050-51-308	UTILITY FITTING (F&I) (REDUCER) (DI) (8"X12") (WATER MAIN)	EA	1	\$	1,757.89	\$	1,757.89
1055-51-106	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (6")	EA	7	\$	1,382.10	\$	9,674.70
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (8")	EA	5	\$	1,398.94	\$	6,994.70
1055-51-108A	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (WATER MAIN) (8")	EA	2	\$	1,579.15	\$	3,158.30
1055-51-112	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (12")	EA	4	\$	2,242.52	\$	8,970.08
1055-51-116	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (16")	EA	4	\$	3,685.36	\$	14,741.44
1055-51-106	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (8")	EA	1	\$	2,415.05	\$	2,415.05
1055-51-118	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (18")	EA	1	\$	6,919.57	\$	6,919.57
1055-51-118A	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (FORCE MAIN) (18")	EA	22	\$	6,939.89	\$	152,877.58
1055-51-118B	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (FORCE MAIN) (18")	EA	6	\$	7,896.52	\$	47,379.12
1055-51-206	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (6"X6")	EA	1	\$	1,753.57	\$	1,753.57
1055-51-212	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (12"X12")	EA	1	\$	3,224.10	\$	3,224.10
1055-51-218A	UTILITY FITTING (F&I) (TEE) (DI) (FORCE MAIN) (8"X18")	EA	1	\$	8,768.73	\$	8,768.73
1055-51-518	UTILITY FITTING (F&I) (CAP) (DI) (FORCE MAIN) (18")	EA	1	\$	4,666.21	\$	4,666.21
1055-51-618	UTILITY FITTING (F&I) (NYPE) (DI) (FORCE MAIN) (18"X18")	EA	1	\$	8,768.73	\$	8,768.73
1060-11-222	UTILITY STRUCTURE AND MANHOLE (F&J) (BELOW GRADE) (UTILITY CONFLICT MANHOLE W/CITY OF FORT PIERCE	EA	3	\$	18,488.42	\$	55,465.26
1060-15-202	UTILITY STRUCTURE AND MANHOLE (MODIFY) (WI CITY OF FORT PIERCE DECORATIVE COVER)	EA	1	\$	48,005.50	\$	48,005.50
1060-28-30	UTILITY STRUCTURE (TEMPORARY FM SUPPORT STRUCTURE)	LS	1	\$	7,439.41	\$	7,439.41
1080-11-201	UTILITY FIXTURE (F&I) (WATER METER SERVICE)	EA	1	\$	6,658.30	\$	6,658.30
1080-11-201A	UTILITY FIXTURE (F&I) (DUAL WATER METER SERVICE)	EA	1	\$	4,901.10	\$	4,901.10
1080-11-203	UTILITY FIXTURE (F&I) (2"X18" SEAL TITE SADDLE) (FM)	EA	1	\$	2,625.10	\$	2,625.10
1080-11-403	UTILITY FIXTURE (F&I) (6"X12" TAPPING SADDLE) (WM)	EA	2	\$	10,072.10	\$	20,144.20
1080-11-406A	UTILITY FIXTURE (F&I) (ARV) (WATER MAIN) (8")	EA	1	\$	4,418.50	\$	4,418.50
1060-11-406B	UTILITY FIXTURE (F&I) (ARV) (FORCE MAIN) (18")	EA	1	\$	6,090.90	\$	6,090.90
1060-11-410	UTILITY FIXTURE (F&I) (18"X18" HDPE/PVC TRANSITION COUPLING)	EA	4	\$	8,350.10	\$	33,400.40
1080-11-499	UTILITY FIXTURE (F&I) (TEMPORARY JUMPER CONNECTION)	EA	1	\$	2,303.50	\$	2,303.50
1080-21-102	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (2")	EA	1	\$	2,465.89	\$	2,465.89
1080-21-100	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (6")	EA	2	\$	7,239.89	\$	14,479.78
1080-21-108	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (8")	EA	1	\$	4,667.36	\$	4,667.36
1060-21-108A	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (8")	EA	1	\$	4,667.36	\$	4,667.36
1080-21-112	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (12")	EA	1	\$	7,733.68	\$	7,733.68
1080-21-118	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (18")	EA	3	\$	28,060.94	\$	84,182.82
1080-32-108	UTILITY FIXTURE (F&I) (SAMPLE POINT) (WATER MAIN)	EA	3	\$	3,210.50	\$	9,631.50
1644-11	FIRE HYDRANT ASSEMBLY (F&I)	EA	1	\$	11,255.15	\$	11,255.15
<b>ELECTRIC UTILITY PAY ITEMS</b>							
630-2-91	CONDUIT (INSTALL) (OPEN TRENCH) (2" PVC)	LF	2000	\$	27.70	\$	55,400.00
630-2-91A	CONDUIT (INSTALL) (OPEN TRENCH) (4" PVC)	LF	2000	\$	27.70	\$	55,400.00
630-2-91B	CONDUIT (INSTALL) (OPEN TRENCH) (6" PVC)	LF	600	\$	33.50	\$	20,100.00
ROADWAY SUB-TOTAL = \$ 4,219,246.21							
LANDSCAPE SUB-TOTAL = \$ 239,449.20							
SIGNING AND MARKING SUB- \$ 80,634.20							
LIGHTING SUB-TOTAL = \$ 701,225.50							
BRIDGE SUB-TOTAL = \$ 3,036,118.05							
SEAWALL REPAIR SUB-TOTAL = \$ -							
WATER/SEWER UTILITY SUB- \$ 1,346,550.88							
ELECTRIC UTILITY SUB-TOTAL = \$ 130,900.00							
PROJECT SUB-TOTAL = \$ 9,754,124.04							
CONTINGENCY = \$ 500,000.00							
PROJECT TOTAL = \$ 10,254,124.04							

Submitted as \$19,934.98 in error

Submitted as \$667.36 for total in error

CERTIFICATE OF LIABILITY INSURANCE

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

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

Table with columns for PRODUCER (Conner Strong & Buckelew), CONTACT NAME (Brefni McEntee), PHONE (646-891-4981), FAX (646-843-3936), E-MAIL ADDRESS (bmcentee@connerstrong.com), INSURER(S) AFFORDING COVERAGE (Liberty Mutual Fire Insurance Co., AXIS Surplus Insurance Company, Sutton Specialty Insurance Company), and NAIC # (23035, 26620, 16848).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Excess Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage: Contractors Professional & Pollution Liability Carrier: Berkley Assurance Company (NAIC #39462) Effective: 07/01/2025 to 07/01/2026 Policy #: PCAB50253110725 Limits: Contractors Professional = \$10,000,000 Each Claim & Aggregate (See Attached Descriptions)

Table with columns: CERTIFICATE HOLDER (City of Fort Pierce Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: W. Michael Trapnell)

## DESCRIPTIONS (Continued from Page 1)

Pollution = \$10,000,000 Each Claim & Aggregate  
Policy Aggregate Limit = \$10,000,000

RE: FCC 4525 - Indian River Drive Corridor Improvements  
Location: Indian River Drive, Fort Pierce FL.

City of Fort Pierce and its members, officials, officers and employees are Additional Insureds on a primary and non-contributory basis on the above-referenced Commercial General Liability Policy if required by written contract.

A waiver of subrogation applies as required by written contract and permitted by law.

A 30 Day Notice of Cancellation except 10 days for non-payment of premium is provided in accordance with the policy provisions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p><b>All persons or organizations as required by written contract or agreement, prior to an "occurrence" or offence, to provide additional insured status</b></p>	<p><b>Per the contract or agreement</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p><b>All persons or organizations as required by written contract or agreement, prior to an "occurrence" or offence, to provide additional insured status</b></p>	<p><b>Per the contract or agreement</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number TB2-631-510814-025  
Issued by Liberty Mutual Fire Insurance Co

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

**Schedule**

**Name of Person(s) or Organization(s):** Any person(s) or Organization(s) to whom you are Obligated by a written agreement to procure additional insured coverage under your policy

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name of person or organization:</b>  <b>Any person or organization you have agreed in writing to  waive any right of recovery prior to a loss</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number TB2-631-510814-025  
 Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>
-----------------

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per schedule on file with the company	Per schedule on file with the company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization you have agreed in writing to waive any right of recovery prior to a loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number AS2-631-510814-015  
 Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>
-----------------

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per schedule on file with the company	Per schedule on file with the company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

Any person or organization you have agreed in writing to waive any right of recovery prior to a loss

Issued by: Liberty Mutual Fire Insurance Co 23035

For attachment to Policy No WA2-63D-510814-035

Effective Date 07/01/2025 Premium \$ Included

Issued to: Ferreira Construction Co. Inc.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per schedule on file with the company	Per schedule on file with the company	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA2-63D-510814-035    Effective Date 07/01/2025    Premium \$

Issued to Ferreira Construction Co. Inc.



**CITY OF FORT PIERCE**

**Purchasing Division**  
100 North U.S. Highway 1  
P.O. Box 1480  
Fort Pierce, Florida 34950-1480  
[www.cityoffortpierce.com](http://www.cityoffortpierce.com)

Office: (772) 467-3102

Fax: (772) 467-3848

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

Ferreira Construction Co., Inc.

(Name of Contractor)

13000 SE Flora Avenue, Hobe Sound, FL 33455

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Berkshire Hathaway Specialty Insurance Company  
United States Fire Insurance Company  
(Name of Surety)

1314 Douglas Street, Suite 1400, Omaha, NE 68102 / 305 Madison Ave, Morristown, NJ 07960

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce

(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950

(Address of Owner)

Hereinafter called OWNER, in the penal sum of \_\_\_\_\_

Ten Million Two Hundred Fifty-Four Thousand One Hundred Twenty-Four and 04/100 Dollars, (\$ 10,254,124.04 ),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ of \_\_\_\_\_ **2025** a copy of which is hereto attached and made a part hereof, **to furnish labor and construction materials for the Indian River Drive Corridor Improvements identified in Bid No. 2025-019.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

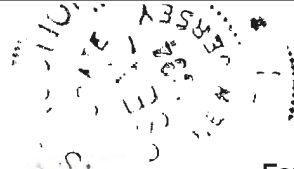
The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 1 copy \_\_\_\_\_  
(Number)

counterparts, each of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_.

Performance Bonds



ATTEST:

Robert A. Hugginbotham V.P.  
(Principal) Secretary Vice President

Name Robert Hugginbotham V.P.  
(Type)

(Corporate Seal)

[Signature]  
Witness as to Principal

[Signature]  
Witness as to Principal

ATTEST:

[Signature]  
(Surety) Secretary

Name William Drayton Jr, Witness as to Surety  
(Type)

(Corporate Seal)

[Signature]  
Ursula Jakubiak, Witness as to Surety

[Signature]  
Cole Walinsky, Witness as to Surety

Ferreira Construction Co., Inc.

Principal

By [Signature]

Name Daciano Garcia  
(Type)

Title Sr. Vice President

13000 SE Flora Avenue, Hobe Sound, FL 33455  
(Address)

Berkshire Hathaway Specialty Insurance Company  
United States Fire Insurance Company

By [Signature]  
Surety Attorney-in-Fact

Name Jaclyn Maffey, Attorney-in-Fact  
(Type)

1314 Douglas Street, Suite 1400, Omaha, NE 68102 / 305 Madison Ave, Morristown, NJ 07960  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

**END OF SECTION**

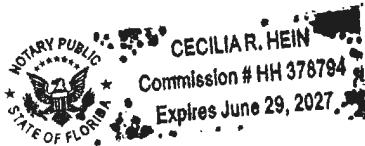
Performance Bonds

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Florida  
COUNTY OF Martin

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ BEFORE ME PERSONALLY APPEARED Dietrich Garcia TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE 3rd Vice President OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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



Cecilia R. Hein

Notary Public



ACKNOWLEDGEMENT OF SURETY COMPANY

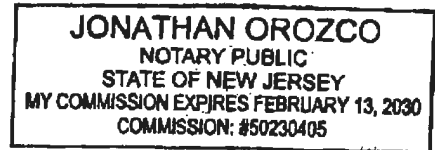
STATE OF New Jersey  
COUNTY OF Morris

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025 BEFORE ME PERSONALLY APPEARED Jaclyn Maffey TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, United States Fire Insurance Company THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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

Jonathan Orozco

Notary Public





Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

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

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

[Signature of David Fields]

By: David Fields, Executive Vice President

By: David Fields, Vice President

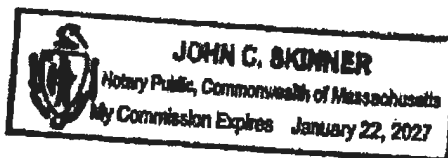


NOTARY

State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]



[Signature of John C. Skinner]
Notary Public

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



[Signature of Ralph Tortorella]
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at BHSIC (Survey Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 635-2516 or by email at bhsic@berkshirehathaway.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 463-9673, via email at claims@berkshirehathaway.com, via fax to (617) 507-9259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

**ARTICLE V.**

**CORPORATE ACTIONS**

....

**EXECUTION OF DOCUMENTS:**

....

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

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

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

**Section 4. Officers, Agents, and Employees:**

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

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

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

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

**ARTICLE IV**

**Officers**

**Section 1. Officers, Agents and Employees:**

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

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

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

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06446

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Krystal L. Stravato, Kevin T. Walsh, Jr., Marisol Mojica, Jaclyn Maffey, Andrea Moran, Ryan Gray

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

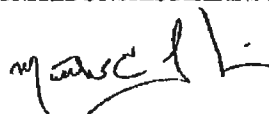
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 4th day of October, 2024.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President



State of New Jersey )  
County of Morris )

On this 4th day of October, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

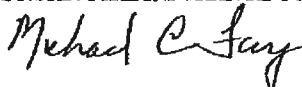


Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the \_\_\_\_\_ day of \_\_\_\_\_ 20

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



General Correspondence.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY**

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

**ADMITTED ASSETS\***

	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
Total invested assets	\$ 7,425,803,196	\$ 6,702,817,810	\$ 5,880,246,430
Premium & agent balances (net)	635,096,365	890,388,245	582,469,494
All other assets	224,603,005	204,404,036	217,334,073
<b>Total Admitted Assets</b>	<b>\$ 8,285,502,566</b>	<b>\$ 7,597,610,091</b>	<b>\$ 6,480,049,997</b>

**LIABILITIES & SURPLUS\***

	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
Loss & loss exp. unpaid	\$ 2,023,746,631	\$ 1,825,674,253	\$ 1,495,870,171
Unearned premiums	563,593,113	604,899,743	536,797,683
All other liabilities	1,079,218,932	1,240,939,865	1,065,221,844
<b>Total Liabilities</b>	<b>3,666,558,676</b>	<b>3,671,513,861</b>	<b>3,097,889,698</b>
<b>Total Policyholders' Surplus</b>	<b>4,598,943,890</b>	<b>3,926,096,230</b>	<b>3,382,160,299</b>
<b>Total Liabilities &amp; Surplus</b>	<b>\$ 8,285,502,566</b>	<b>\$ 7,597,610,091</b>	<b>\$ 6,480,049,997</b>

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

**UNITED STATES FIRE INSURANCE COMPANY**  
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

**STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS**

AT DECEMBER 31, 2024

<u>ASSETS</u>	
Bonds (Amortized Value).....	1,483,775,036
Preferred Stocks (Market Value).....	157,980,976
Common Stocks (Market Value).....	2,852,736,803
Mortgage Loans (Market Value).....	1,174,287,654
Real Estate.....	95,552,039
Cash, Cash Equivalents, and Short Term Investments.....	536,934,786
Derivatives.....	48,305,898
Other Invested Assets.....	603,007,875
Investment Income Due and Accrued.....	30,714,918
Premiums and Considerations.....	591,050,781
Amounts Recoverable from Reinsurers.....	106,413,303
Funds Held by or Deposited with Reinsured Companies.....	230,146,645
Net Deferred Tax Asset.....	196,111,925
Electronic Data Processing Equipment.....	608,866
Receivables from Parent, Subsidiaries and Affiliates.....	36,228,378
Other Assets.....	132,241,510
<b>TOTAL ASSETS.....</b>	<b>\$ 8,276,097,393</b>

**LIABILITIES, SURPLUS & OTHER FUNDS**

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	3,105,311,065
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	119,842,499
Loss Adjustment Expenses.....	516,006,642
Commissions Payable, Contingent Commissions and Other Similar Charges.....	28,497,890
Other Expenses (Excluding Taxes, Licenses and Fees).....	106,484,629
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	30,351,557
Current Federal and Foreign Income Taxes.....	13,076,127
Unearned Premiums.....	1,159,871,296
Advance Premium.....	12,532,810
Ceded Reinsurance Premiums Payable.....	168,127,598
Funds Held by Company under Reinsurance Treaties.....	83,209,337
Amounts Withheld by Company for Account of Others.....	130,735,665
Provision for Reinsurance.....	1,356,147
Payable to Parent, Subsidiaries and Affiliates.....	55,190,326
Other Liabilities.....	48,837,986
<b>TOTAL LIABILITIES.....</b>	<b>\$ 5,579,451,574</b>
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,502,074,940
Unassigned Funds (Surplus).....	1,175,790,879
Surplus as Regards Policyholders.....	2,696,645,819
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS.....</b>	<b>\$ 8,276,097,393</b>

I, Carmina Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 12th day of March, 2025.  
UNITED STATES FIRE INSURANCE COMPANY





**CITY OF FORT PIERCE**

**Purchasing Division**  
100 North U.S. Highway 1  
P.O. Box 1480  
Fort Pierce, Florida 34950-1480  
[www.cityoffortpierce.com](http://www.cityoffortpierce.com)

Office: (772) 467-3102

Fax: (772) 467-3848

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

Ferreira Construction Co., Inc.

(Name of Contractor)

13000 SE Flora Avenue, Hobe Sound, FL 33455

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Berkshire Hathaway Specialty Insurance Company  
United States Fire Insurance Company

(Name of Surety)

1314 Douglas Street, Suite 1400, Omaha, NE 68102 / 305 Madison Ave, Morristown, NJ 07960

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce

(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950

(Address of Owner)

Hereinafter called Owner, in the penal sum of \_\_\_\_\_

Ten Million Two Hundred Fifty-Four Thousand One Hundred Twenty-Four and 04/100 Dollars, (\$10,254,124.04), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ of \_\_\_\_\_ 2025 a copy of which is hereto attached and made a part hereof, to furnish labor and construction materials for the Indian River Drive Corridor Improvements Identified in Bid No. 2025-019.

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.
2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 1 copy (Number) counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

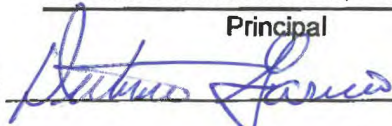
ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary Vice President

Ferreira Construction Co., Inc.

Principal

By

  
\_\_\_\_\_

Name

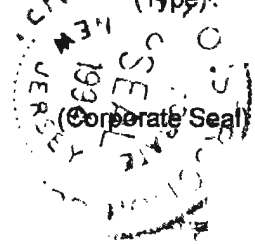
~~Robert Higginbotham V.P.~~  
(Type)

Name

Dictinio Garcia  
(Type)

Title

3r. Vice President  
\_\_\_\_\_



[Signature]  
Witness as to Principal

(Address)

13000 SE Flora Avenue, Hobe Sound, FL 33455

[Signature]  
Witness as to Principal

ATTEST:

Berkshire Hathaway Specialty Insurance Company  
United States Fire Insurance Company  
Surety

[Signature]  
(Surety) Secretary

By [Signature]  
Attorney-in-Fact

Name William Drayton Jr, Witness as to Surety  
(Type)

Name Jaclyn Maffey, Attorney-in-Fact  
(Type)

1314 Douglas Street, Suite 1400, Omaha, NE 68102 / 305 Madison Ave, Morristown, NJ 07960

(Corporate Seal)

(Address)

[Signature]  
Ursula Jakubiak, Witness as to Surety

[Signature]  
Cole Walinsky, Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

**END OF SECTION**

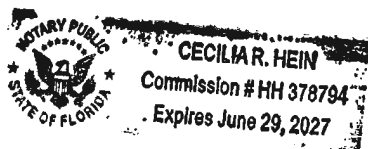
Payment Bonds

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

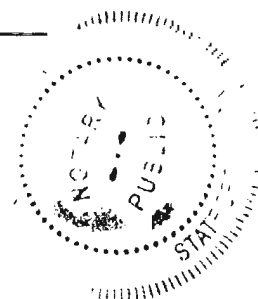
STATE OF Florida  
COUNTY OF Martin

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ BEFORE ME PERSONALLY APPEARED Detinio Garcia TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Sr. Vice President OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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



Cecilia Hein  
Notary Public



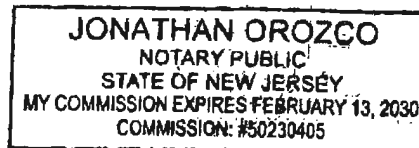
ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey  
COUNTY OF Morris

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BEFORE ME PERSONALLY APPEARED Jaclyn Maffey TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, United States Fire Insurance Company THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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

Jonathan Orozco  
Notary Public





Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

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

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

[Signature of David Fields]

By: David Fields, Executive Vice President

By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]



JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

[Signature of John C. Skinner]
Notary Public

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



[Signature of Ralph Tortorella]
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at BHSIC Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 635-3516 or by email at [bsic@berkshire.com](mailto:bsic@berkshire.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 458-9873, via email at [claims@berkshire.com](mailto:claims@berkshire.com), via fax to (617) 507-0259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

**ARTICLE V.**

**CORPORATE ACTIONS**

....

**EXECUTION OF DOCUMENTS:**

....

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

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

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

**Section 4. Officers, Agents, and Employees:**

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

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

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

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

**ARTICLE IV**

**Officers**

**Section 1. Officers, Agents and Employees:**

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

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

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

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06446

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Krystal L. Stravato, Kevin T. Walsh, Jr., Marisol Mojica, Jaclyn Maffey, Andrea Moran, Ryan Gray

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

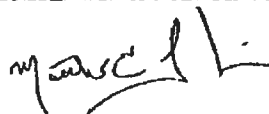
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 4th day of October, 2024.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President



State of New Jersey }  
County of Morris }

On this 4th day of October, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

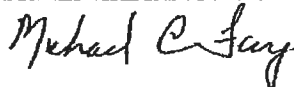


Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



General Correspondence.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY**

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

**ADMITTED ASSETS\***

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**UNITED STATES FIRE INSURANCE COMPANY**  
**1209 ORANGE STREET, WILMINGTON, DELAWARE 19801**

**STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS**

AT DECEMBER 31, 2024

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Mortgage Loans (Market Value).....	1,174,287,654
Real Estate.....	95,552,039
Cash, Cash Equivalents, and Short Term Investments.....	536,934,786
Derivatives.....	48,305,898
Other Invested Assets.....	603,007,873
Investment Income Due and Accrued.....	30,714,918
Premiums and Considerations.....	591,050,781
Amounts Recoverable from Reinsurers.....	106,413,303
Funds Held by or Deposited with Reinsured Companies.....	230,146,645
Net Deferred Tax Asset.....	196,111,925
Electronic Data Processing Equipment.....	608,866
Receivables from Parent, Subsidiaries and Affiliates.....	36,224,578
Other Assets.....	132,241,510
<b>TOTAL ASSETS.....</b>	<b>\$ 8,276,097,393</b>

**LIABILITIES, SURPLUS & OTHER FUNDS**

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	3,105,311,065
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	119,842,499
Loss Adjustment Expenses.....	516,006,642
Commissions Payable, Contingent Commissions and Other Similar Charges.....	28,497,890
Other Expenses (Excluding Taxes, Licenses and Fees).....	106,484,629
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	30,351,557
Current Federal and Foreign Income Taxes.....	13,076,127
Unearned Premiums.....	1,159,871,296
Advance Premium.....	12,532,810
Ceded Reinsurance Premiums Payable.....	168,127,598
Funds Held by Company under Reinsurance Treaties.....	83,209,337
Amounts Withheld by Company for Account of Others.....	130,755,665
Provision for Reinsurance.....	1,356,147
Payable to Parent, Subsidiaries and Affiliates.....	55,190,326
Other Liabilities.....	48,837,986
<b>TOTAL LIABILITIES.....</b>	<b>\$ 5,579,451,574</b>
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,502,074,940
Unassigned Funds (Surplus).....	1,173,790,879
Surplus as Regards Policyholders.....	2,696,645,819
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS.....</b>	<b>\$ 8,276,097,393</b>

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 12th day of March, 2025.  
 UNITED STATES FIRE INSURANCE COMPANY





**CITY OF FORT PIERCE  
AFFIDAVIT REGARDING THE USE COERCION  
FOR LABOR OR SERVICES**

Vendor name: Ferreira Construction Co., Inc

Authorized Representative's Name and Title: Dictinio Garcia, Sr. Vice President

Address: 13000 SE Flora Avenue

City: Hobe Sound State: Florida Zip Code: 33455

Phone Number: (772) 286-5123 Email Address: TGarcia@ferreiraconstruction.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:  Dictinio Garcia, Sr. Vice President 08/26/2025  
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA  
COUNTY OF Martin

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

this 26th day of August, 2025 by Dictinio Garcia, who is

personally known or  
 produced identification (ID produced: \_\_\_\_\_).

Notary Public Signature: Cecilia Hein (Seal)

Print Name: Cecilia Hein My Commission Expires: June 29, 2027



**INVITATION TO BID  
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA  
INVITATION TO BID NO. 2025-019**

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Thursday, March 18, 2025**, for:

**INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

The works includes the reconstruction of 2,151 LF of Indian River Drive roadway situated between Seaway Drive (SR A1A) and Avenue A and 631 LF along AE Backus Avenue between N. 2<sup>nd</sup> Street and Indian River Drive. Construction improvements include a new bridge at Moore's Creek, storm drainage improvements, water and sewer improvements, sidewalks, curb and gutter, driveway aprons, complete roadway rebuild, on-street parking, landscaping, irrigation, decorative lighting, brick paver crosswalks, pedestrian area, and ADA upgrades.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

**Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.**

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE



Gelencia Carter, M.P.A  
Purchasing Manager

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**EXHIBIT "B"**  
**INSTRUCTIONS TO BIDDERS**

**SECTION 1 - DEFINED TERMS**

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**SECTION 2 - COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

**SECTION 3 - QUALIFICATIONS OF BIDDERS**

3.1 Each Bid must contain evidence that the Bidder has a valid State of Florida license with a minimum classification of "Certified General Contractor" associated with the company bidding along with evidence of the Bidder's qualifications to do business in the State of Florida. To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

**SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after

**EXHIBIT "B"**  
**INSTRUCTIONS TO BIDDERS**

discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

4.4 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional investigations, examinations, explorations and tests and obtain any additional information which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.7 The submission of the Bid shall be an indication that the Bidder has

**INSTRUCTIONS TO BIDDERS**

considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

**SECTION 5 - INTERPRETATIONS**

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

**SECTION 6 - BID SECURITY**

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

**SECTION 7 - CONTRACT TIME**

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Notice to Proceed for each project. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

**SECTION 8 - LIQUIDATED DAMAGES**

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

**SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT**

9.1 Not applicable.

**SECTION 10 - SUBCONTRACTORS, ETC.**

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

**SECTION 11 - BID FORM**

11.1 The Bid Form(s) is included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the

**EXHIBIT "B"**  
**INSTRUCTIONS TO BIDDERS**

secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

**SECTION 12 - SUBMISSION OF BIDS**

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the CALL FOR BIDS and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the CALL FOR BIDS shall not be considered and will be returned unopened.

**SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS**

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

**SECTION 14 - OPENING OF BIDS**

14.1 At the specified time and place as indicated in the CALL FOR BIDS, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may

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be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. It shall be the Bidder's responsibility to determine if a different quantity of any item required and to bring the same to the attention of the City Engineer, or Consultant prior to submittal of the Bid.

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non-responsive, any or all bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

**SECTION 15 - BIDS TO REMAIN OPEN**

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

**SECTION 16 - AWARD OF CONTRACT**

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over \$25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

**EXHIBIT "B"**  
**INSTRUCTIONS TO BIDDERS**

**16.9 City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

16.10 If the Contract is to be awarded, it will be awarded to the best and lowest responsible Bidder on the basis of the total Bid amount, qualifications, experience, and ability to perform the work. City reserves the right to reject all bids or portions thereof.

**SECTION 17 - BONDS AND INSURANCE**

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power-of-attorney to sign the Bonds.

**SECTION 18 - SIGNING OF AGREEMENT**

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary, and have the Corporate Seal affixed. The executed Agreement shall be accompanied by a Certificate of Good Standing dated within 30 days and an Incumbency Certificate, under oath, executed by Legal

Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

### **SECTION 19 - SCHEDULE OF SUBMITTALS**

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

### **SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS**

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

### **SECTION 21 – MATERIALS**

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed.

21.3 State/Local Owned/Furnished/Designated materials may be utilized if it is in the public interest and approved by the CITY.

### **END OF SECTION**

# **EXHIBIT C**

## **TECHNICAL SPECIFICATIONS**

- 1 **STANDARD SPECIFICATIONS:** All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (2024 Edition) and all supplementary specifications issued by the department, unless stated otherwise. Any reference in the FDOT Standard Specifications to the Engineer or Department shall mean the ENGINEER on this project. Specific references are made to certain portions of the FDOT Standard Specifications to facilitate the CONTRACTOR.

Any reference to "FDOT Standard Indexes" shall mean the FDOT Design Standards (2024 Edition) and Interims.

- 2 **SCOPE OF WORK:** Shall be as shown on the collective plans for Indian River Drive Corridor Improvements Project encompassing Sheets 1 through 101, B-1 through B-37, and WR-1 through WR-7, inclusive. The Scope of Work under this contract shall also include coordination between the CONTRACTOR and the CITY and any of its contractors throughout the duration of construction to complete all the items included in the construction plans.

- 3 **MEASUREMENT AND BASIS OF PAYMENT:** Measurement of quantities for progress payments shall be made by the CONTRACTOR. Such measurements are subject to the ENGINEER's review and correction.

Measurements for progress payments shall be made on in-place quantities. Requests for partial payment for materials on order, in warehouse or yard, or stockpiled on the project site will be accepted or denied at the CITY's discretion.

No item will be accepted for progress payment until all required testing has been successfully completed.

Final payment will not be made on any portion of the contract until the entire scope of work under this contract is complete.

- 4 **FPUA UTILITY SPECIFICATIONS:**

SECTION 2200  
UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

PART 1 - GENERAL

1.01 GENERAL

The provisions set forth in this section shall be applicable to all underground

wastewater and water piping installations, regardless of location, unless prior approval is received from the Utilities Engineer for special design considerations. All excavations shall be

properly shored, sheeted and braced or cut back at the proper slope to provide safe

working conditions, to prevent shifting of material, to prevent damage to structures or other work and to avoid delay to the work, all in compliance with the U.S. Department of Labor Occupational Safety and Health Act (OSHA), the State of Florida Trench Safety Act (Chapters 90-96 of the laws of Florida, CS/CB 2626 or as amended), and under Section 107 of the Contract Work Hours and Safety Standards Act (Public Law 91-54 or as amended). The minimum shoring, sheeting, and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. In all cases where a conflict exists in the requirements of OSHA Regulations, Florida Trench Safety Act, and these specifications, the requirements of the state agency shall prevail.

## PART 2 - PRODUCTS

### 2.01 MATERIALS:

#### A. SHEETING AND BRACING:

1. Wood sheeting to be left in place shall be pressure treated with preservative in accordance with the current requirements of the American Wood Preservers Association Manual of Recommended Practice.
2. Steel sheeting to be left in place shall be as specified in ASTM Designation A328.

#### B. CONCRETE:

Required concrete shall have a minimum 3,000 pounds per square inch compressive strength.

## PART 3 – EXECUTION

### 3.01 TRENCHING:

- A. Trench Dimensions: The minimum width of the trench shall be equal to the outside diameter of the pipe, plus 12 inches, and the maximum width of trench, measured at the top of the pipe, shall not exceed the outside pipe diameter plus two feet, unless otherwise shown on the drawing details

or approved by the Engineer.

- B. Trench Grade: Standard trench grade shall be defined as the bottom surface of the utility to be constructed or placed within the trench. Trench grade for utilities in rock or other non-cushioning material shall be defined as six inches below the outside of the bottom of the utility, which six inches shall be backfilled with extra utility bedding material. Excavation below trench grade that is done in error shall be backfilled to trench grade with granular material and compacted.
- C. Utility Bedding: The bottom of the trench shall be shaped to provide a firm bedding for the utility pipe. The utility shall be firmly bedded in undisturbed firm soil, or hand-shaped unyielding material. The bedding shall be shaped so that the pipe will be in continuous contact therewith for its full length and shall provide a minimum bottom segment support for the pipe equal to the spring line of the pipe or one-half of the outside diameter of the barrel. Bedding shall be installed in accordance with ANSI/AWWA C150/A21.50. Special bedding may be required, due to depth of cover, impact loadings, or other conditions.
- D. Unsuitable Material Below Trench Grade: Soil unsuitable for a proper foundation encountered at or below trench grade, such as muck or other deleterious material, shall be removed for the full width of the trench and to the depth required to reach suitable foundation material, unless special design considerations receive prior approval from the Utilities Engineer. Backfilling below trench grade shall be in compliance with the applicable provisions of Subsection M, "Backfill", with material as specified under Paragraphs M.1. and M.2 of this section.
- E. Extra Utility-Bedding Material: When rock or other non-cushioning material is encountered at trench grade, excavation shall be extended to six inches below the outside of the bottom of the utility, and a cushion of granular material rock shall be provided. Utility-bedding material shall be installed as specified under Paragraph M.2.
- F. Sheeting and Bracing: In order to prevent damage to property, injury to persons, erosion, cave-ins, or excessive trench widths, adequate sheeting and bracing shall be provided, as required, and/or directed by the Engineer, in accordance with accepted standard practice. When the situation arises, sheeting and bracing shall be used as necessary to protect the integrity of the road shoulder. Sheeting shall be removed when the trench has been backfilled to at least one-half its depth, or when removal would not endanger the construction of adjacent structures. When required, to eliminate excessive trench width or other damage, sheeting, bracing, or shoring shall be left in place and the top cut off at an elevation of 5.0 feet below finished grade, unless otherwise directed.

All sheeting and bracing will be in accordance with OSHA, and the Florida Trench Safety Act.

- G. Excavated Material: Excavated material to be used for backfill shall be neatly and safely deposited at the sides of the trenches where space is available. Whenever possible, excavated material near a roadway should be deposited on the right-of-way side of the trench away from the travel way. Where stockpiling of excavated material is required, the Contractor shall be responsible for obtaining the sites to be used and shall maintain his operations to provide for natural drainage and not present an unsightly appearance. All sites shall be restored after fill is removed.
- H. Material Disposal: Excess, unsuitable, or cleared and grubbed material resulting from the utility installation shall be removed from the work site and disposed of a location(s)
- secured by the Contractor, and in accordance with the agency having jurisdiction. Excess excavated material shall be spread on the disposal site and graded in a
- manner to drain properly and not disturb existing drainage conditions, in accordance with applicable permit requirements.
- I. Borrow: Should there be insufficient satisfactory material from the excavations to meet the requirements for fill material, borrow shall be obtained from pits secured by the Contractor. All borrow shall meet the provisions of these specifications.
- J. Rock Excavation: Rock excavation shall be defined as excavation of any hard natural substance that cannot be removed by a one cubic yard bucket and requires the use of explosives and/or special impact tools such as jackhammers, sledges, chisels, or similar devices specifically designed for use in cutting or breaking rock.
- K. De-watering: Utilities shall be laid "in the dry," unless otherwise approved. Trench excavations may be dewatered by using one or more of the following methods: well point system, sumps with pumps, or other methods(s) as approved by the Engineer. Dewatering systems shall be utilized in accordance with good standard practice and must be efficient enough to lower the water level in advance of the excavation and maintain it continuously to keep the trench bottom and sides firm and dry. If the material encountered at trench grade is suitable for the passage of water without destroying the sides or utility foundation of the trench, sumps may be provided at intervals at the side of the main trench excavation, with pumps

used to lower the water level by taking their suction from said sumps. Discharge from dewatering shall be disposed of in such a manner that it will not interfere with normal drainage of the area, in which the work is being performed, create a public nuisance, or form pending. All discharge shall be in accordance with any SFWMD issued permits. The operations shall not cause injury to any portion of the work completed, or in progress, or to the surface of streets, or to private property. The proposed dewatering method(s) and schedule shall be approved by the Utilities Engineer and necessary regulatory agencies prior to construction.

Additionally, where private property will be involved, advance permission shall be obtained in writing by the Contractor.

- L. Obstructions: It shall be the Contractor's responsibility to acquaint himself with existing conditions and to locate structures and utilities along the proposed utility alignment in order to avoid conflicts. Where actual conflicts are unavoidable, work shall be coordinated with the facility owner and performed so as to cause as little interference as possible with the service rendered by the facility disturbed. All affected utilities shall be notified prior to excavation in their vicinity.

M. Backfill in Existing Traffic Zones

- 1. General: Backfill material shall be clean earth fill composed of sand, clay, and sand, sand and rock, crushed rock, or an approved combination thereof. Backfilling shall be divided into three specified areas: First, from trench grade to a point 12 inches above the top of the utility, called the pipe zone; second, from the top of the pipe zone to the bottom of the sub-grade; and third, from the bottom of the replacement base course to the replacement surface, see standard details. Where encasements or other below-grade concrete work have been installed, backfilling shall not proceed until the concrete has obtained sufficient strength to support the backfill load. The frequency of density testing is to be specified by the Engineer on the Construction Drawings.

At a minimum, density testing will be at each manhole and tested at one point between manholes as specified by FPUA. On a sanitary sewer line, density testing is required at least one point along the run when the service line is under pavement. In a development, when there are many sanitary sewer services, at least 25% of all services need to have a density test in conjunction with the sewer main as directed by FPUA. Force mains, gas mains, and water mains under pavement will require a density test every 200-feet.

2. Pipe Zone: Granular material shall be carefully placed and tamped around the lower half (springline) of the utility. Backfilling shall be carefully continued until the fill is 12 inches above the top of the utility, using the best available material from the excavation, if approved. The material shall be lowered to within two feet above the top of pipes before it is allowed to fall, unless the material is placed with approved devices that protect the pipes from impact. The pipe zone shall exclude stones, or rock fragments larger than one inch for either ductile iron or PVC pipe.
  3. Second Area: The remainder of the trench, about the pipe zone and below the sub grade, shall be backfilled and compacted in layers not exceeding 12 inches. Compaction of each lift shall be equal to 98% of maximum density as determined by AASHTO Specification T-99.
  4. Shoulder Restoration: All shoulder restoration shall be in accordance with the applicable permit requirements of the agency having jurisdiction.
  5. Compaction Methods: The above-specified compaction shall be accomplished using accepted standard methods (powered tampers, vibrators, etc.), with the exception that the first 12 inches of backfilling over the pipe shall  
  
be compacted by hand-operated tamping devices. Flooding or puddling with water to consolidate backfill is not acceptable, except where sand is encountered and the operation has been approved by the Utilities Engineer.
  6. Density Tests: Density tests for determination of the above-specified compaction shall be made by a testing laboratory approved by the Engineer and at the expense of the Contractor, or as otherwise specified. Test locations will be determined by the Engineer, and the permit agency having jurisdiction. Tests shall also be made where a trench crosses a paved roadway or future paved roadway. If any test results are unsatisfactory, the Contractor shall re-excavate, re-compact the backfill, and retest, at his expense until the desired compaction is obtained. Additional compaction tests shall be made to each side of an unsatisfactory test, as directed, to determine the extent of re-excavation and re-compaction necessary.
- N. Backfill in New Traffic Zones: Compaction and testing requirements for backfill in areas of new road construction, i.e. subdivisions, shall be the same

as for "Existing Traffic Zones," except:

1. One compaction test shall be required 24 inches above the top of the pipe.
  2. Although the trench must be backfilled and compacted in 12-inch lifts as required in "Existing Traffic Zones," compaction tests are required in each 12-inch lift.
- O. Backfill in Non-traffic Zones: Backfill must be placed as specified in Subsection M for the pipe zone. Above the pipe zone, the trench must be backfilled to natural density or to 95% of AASHTO T-99, whichever is greater.
- P. Protective Concrete Slab: Protective concrete slabs shall be installed where required by the Utilities Engineer, to protect the installed utility against excessive loads, or when insufficient cover exists.
- Q. Seed and Mulch: Fertilizing, seeding and mulching operations will be carried out in accordance with the permit agency having jurisdiction.
- R. Sodding: Fertilizing and sodding operations will be carried out in accordance with the permit agency having jurisdiction.

#### SECTION 02600

#### DIP AND PVC PIPE, FITTINGS, VALVES, AND APPURTENANCES

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF WORK:

- A. This section includes the material and installation standards for pipe, fittings, valves, and appurtenances, as applicable to wastewater and water installations.
- B. The data included herein generally makes no reference to the service utilization for the item specified and are to be used as the standards for approved materials indicated under specific facility installations, as set forth in other sections.

- C. Required specialty items not included under this section shall be high quality and consistent with approved standards of the industry for the applicable service installation.

## PART 2 – PRODUCTS

### 2.01 PIPE AND FITTINGS:

- A. Identification: All pipe and fittings shall be clearly marked with the name or trademark of the manufacturer, the batch number, the location of the plant, and strength designation, as applicable. All water main pipe, force main pipe and reuse pipe shall be marked by the use of a continuous multi-strand wire, 10 gauge THHN, blue in color for water mains, green in color for force mains, and purple in color for reuse mains, for the entire length of the pipe. The wire shall be affixed to the top of the pipe by identification tape. In situations where identification tape will not adhere to the pipe, the marking wire shall be wrapped around the pipe. Where splices are required, they shall be in accordance with FPUA Standards. Identification tape shall be buried 18" below finish grade directly above all mains and shall clearly identify the location and type of main buried below. All mains shall have locator boxes installed a minimum of every 1,000 feet. When utilities are installed in easements or right-of-ways, located in open fields or desolate areas of the FPUA service territory, a vertical fiberglass utility marker shall be placed alongside each corresponding locator box.
1. PVC or DIP *water main* shall be blue in color and have "WATER MAIN" permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "WATER MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.
  2. PVC or DIP *force main* shall be green in color and have the words "FORCE MAIN" permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "FORCE MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.
  3. PVC or DIP *reuse main* shall be purple in color. The words "REUSE MAIN" shall be permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "REUSE MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.
- B. Corrosive Environments: All fittings, valves, and appurtenances, for use in corrosive environments shall have exterior epoxy coatings conforming to ANSI/AWWA C116/A21.16 and all associated hardware shall be 316

Stainless Steel. Additionally, valves that are installed in corrosive environments shall be supplied with a cast bronze valve stem and 2-inch

operating nut. Corrosive environments are defined as any location that is in close proximity to salt water (for example, the beach or the Indian River flood plain.)

C. Ductile Iron, General:

1. Pipe: Pipe shall be in accordance with ANSI/AWWA C151/A21.51, Class 250 (minimum), unless heavier class is required for conditions.
2. Fittings: Ductile iron pipe fittings shall conform to ANSI/AWWA C110/A21.10 and ANSI/AWWA C153/A21.53, Class 250 minimum.
3. Joints:
  - (a) "Push On" and mechanical joints shall be in accordance with ANSI/AWWA C111/A21.11.
  - (b) Restrained joint assemblies with mechanical joint pipe shall be the "Flex-Ring," "Lok-Ring," or mechanical joint coupled as manufactured by American Cast Iron Pipe Company, "Mega-Lug," Stargrip Series 3000/4000 or approved equal.
  - (c) Flanged pipes and connections, including all bolts, nuts and gaskets, shall be in accordance with ANSI/AWWA C115/A21.15.
4. Coatings and Linings:
  - (a) Ductile iron pipe and fittings for used water shall have an exterior asphaltic coating and shall be cement mortar lined with a bituminous sealed coated in accordance with ANSI/AWWA C151/A21.51 and ANSI/AWWA C104/A21.4.
  - (b) All Ductile Iron pipe and fittings used for wastewater shall have an exterior asphaltic coating and an interior ceramic epoxy coating (Protecto 401).
  - (c) Machined surfaces shall be cleaned and coated with a suitable rust-preventive coating at the shop immediately after being machined.

- (d) Joint Restraints shall be supplied with the following coatings:  
EBAA – Mega-Bond Coating, StarGrip – Star Bond Coating and  
Ford Meter Box Company – Epoxy Coating (E-Coat)

D. Polyvinyl Chloride (PVC) Water Pipe and Wastewater Force Main:

- 1. PVC will be acceptable for wastewater force mains and water mains up to and including 30-inch diameter pipe.
- 2. PVC pipe must meet requirements as set forth in AWWA C900 and C905 and bear the National Sanitation Foundation seal for potable water pipe. Provisions must be made for contraction and expansion at each joint with a rubber ring and integral thickened ball as part of each joint. Pipe and fitting must be assembled with nontoxic lubricant.
- 3. Design working pressure:  
Water Main & Force Main:  

C900, DR-18 (Pressure Class 235) 4" to 12"	C905, DR-18 (Pressure Rating 235) 14" to 30"
--	--
- 4. Connections for pipe two inches or greater in diameter shall be rubber compression ring-type. Pipe shall be extruded with integral thickened wall bells without increase in dimension ratio (DR). Rubber ring gaskets shall consist of synthetic compounds meeting the requirements of ASTM D1869 and suitable for the designated service.

E. Polyvinyl Chloride (PVC) Wastewater Gravity Pipe:

- 1. ASTM D1734 and ASTM D1784 Specifications for Rigid Polyvinyl Chloride Pipe Compounds.
- 2. ASTM D3034 and ASTM D789 Specifications for (PVC) Plastic Pipe (SDR-26) Bell and Spigot.
- 3. ASTM D3212 flexible gasket joints for PVC sewer compression-type. The gasket shall comply with ASTM F477

F. Polyethylene Services:

EXHIBIT "C"  
TECHNICAL SPECIFICATIONS

1. All main line taps to be made using either stainless steel double strap service saddles with iron pipe threads or full circle brass service saddles (when approved by Utilities Engineer).
2. Corporation stops to be provided with all service saddles and taps. Corporation stops shall be manufactured of brass alloy in accordance with ASTM B62 (latest edition) as approved by Utilities

Engineer. Inlet thread shall be AWWA taper thread in all sizes in accordance with AWWA C800. Outlet connections shall have a compression-type fitting.

3. Polyethylene tubing for 1 and 2-inch water services shall conform to AWWA C901 subject to the following design criteria: Standard Code Designation PE3408, Pipe Class 200, and Dimension Ratio (DR) 9.

Tubing shall bear identification markings, which shall remain legible during normal handling, storage, and installation, and which have been applied in a manner that will not reduce the strength of the product or otherwise damage the tubing. Marking on the tubing shall include the following and shall be applied at intervals of not more than 5 feet: nominal size, material code designation, dimension ratio, pressure class, manufacturer's name or trademark and production record code, and seal (mark) of the testing agency that certified the suitability of the tubing material for potable water products.

4. Joints for polyethylene tubing shall be of the compression type utilizing a totally confined grip seal and coupling nut. Stainless steel inserts shall also be used for all tubing services.
5. All service lines crossing under any road rights-of-way or permanently paved or concrete areas to be provided with a schedule 40 PVC casing. Casing shall extend a minimum of five feet beyond either side of pavement. Casing ends shall be sealed with Permagem duct seal, no duct tape shall be allowed.

<u>Service Line (Inch)</u>	<u>PVC Casing (Inch)</u>
1	2
2	3

6. All fittings and stops to be high quality water works brass and equipped with compression-type connections.
7. Straight ball meter valves shall be Ford Grip Joint or Mueller (lockwing), double locking or approved equal.

- 8.
9. 5/8 – inch x 3/4 – inch and 1 – inch meter installations shall be placed in boxes. These boxes shall be manufactured by DFW Plastics, Inc

product number DFW1219-10-AF3MF 45D NHK, with a black polymer body and blue polymer anti-float lid.

10. Water meters and backflow preventers shall be purchased by the customer and installed by FPUA in accordance with established procurement requirements.

G. Special Items:

1. Expansion Joints: Pipe expansion joints shall be suitable for the applicable service with a minimum 150 psi working pressure and shall be Style No. 500, as manufactured by Mercer Rubber Company, or approved equal.
2. Tapping Sleeves and Crosses: Tapping sleeve shall be split-type stainless steel with flanged outlet for connection to tapping valve. Body shall be constructed of Grade 18-8 type 304 stainless steel to provide corrosion protection. Flange shall be 18-8 type 304 stainless steel and conform to AWWA C207 class D ANSI 150 lb. drilling. Bolts and nuts are to have 18-8 stainless steel treads, and capable of being torqued to 150 ft lbs. for high sealing capability. Tapping sleeves are to be Ford Fast Tapping Sleeve, JCM or approved equal.
3. Service Saddles: Saddles for PVC or ductile iron pipe shall be stainless steel double strap service saddles with iron pipe threads and the iron body must be epoxy or nylon coated or otherwise approved by the Utilities Engineer. Sealing gaskets shall be suitable for the applicable service and straps shall be corrosion resistant alloy steel.
4. Polyethylene Encasement: Encasements shall comply with ANSI/AWWA C105/A21.5, "Polyethylene Encasement for Ductile Iron Pipe Systems."

2.02 VALVES:

A. GENERAL

1. The valve type, size, rating, flow direction arrow, if applicable, and manufacturer shall be clearly marked on each unit. Valves shall open left (counterclockwise), with an arrow cast in the metal of operating hand wheels and nuts indicating the directions of opening.
2. Valves shall open counterclockwise. Operators shall comply with AWWA C504 with 2-inch square operating nut. Operators shall be

fully gasketed and grease-packed to withstand an external water pressure of 10 psi. Valve operators for valves 24 inch and smaller shall be traveling nut or worm gear type fully field adjustable stops so the operator does not have to be disassembled for valve seat adjustment. Valves larger than 24-inch shall be equipped with worm gear type operators. Appurtenances shall be furnished by the valve manufacturer.

B. GATE VALVES (GV)

1. Underground Service (General): Valves two inches and larger shall be iron body, bronze mounted, conforming to AWWA C509, EPDM resilient wedge, non-rising stem type, and shall be equipped with two-inch square cast iron wrench nuts. Gate valves shall be Mueller, Kennedy, American, or approved equal.
2. Above Ground Service (General): Valves shall be iron bodied, bronze mounted EPDM resilient wedge, conforming to AWWA C509. Valves shall be OS&T, rising stem type. Valves shall be as manufactured by Mueller, Clow, Kennedy, American, or approved equal.
3. Tapping Valves: Valves shall conform to the specifications set forth under Paragraphs 1 and 2 (proceeding), for the applicable service conditions. Additionally, units shall be compatible with the connecting sleeve or saddle and specially designed for wet tapping installation operations. Tapping valves shall be Mueller, Kennedy, and American or approved equal.
4. Actuators: Valves 16 inches and larger shall be equipped with approved gearing actuators, with sealed enclosures for buried or submerged service, and shall be furnished by the valve manufacturer. Position indicators shall be furnished as required.

C. PLUG VALVES (Force main application ONLY):

1. General Service: All plug valves must be bi-directional interior epoxy coated cast iron, ductile iron or steel bodied eccentric-type with resilient faced plugs capable of drip-tight shutoff at rated pressure when applied to either side of the valve, conforming to AWWA C517. All valves up to and including 24-inch, shall be designed for minimum working pressure of 150 psi. Larger valves shall be designed for a minimum working pressure of 120 psi. The port area of the valve shall be the largest area available for the size valve being installed or specified for installation by the Utilities Engineer. Valves shall be as manufactured by Val-Matic, Dezurik, Clow, or approved equal.
2. Actuators: Valves shall be equipped with an approved gear actuator sized appropriately for the valve size specified. Buried and submerged services will

be installed with sealed enclosures with a 2-inch actuating nut attached to the actuator, unless otherwise approved by the Utilities Engineer. Actuator bearings must be constructed of heavy-duty bearings capable of resisting corrosion and prevent binding.

D. CHECK VALVES (CV):

1. General Service: Water valves shall be iron body, bronze mounted, outside lever and weight, and equipped with removable inspection covers. Check valves 6 to 12 inches shall have a minimum working pressure of 175 psi, and units 16 to 24 inches shall be rated for 150 psi minimum working pressure and shall permit full flow area equal to that of the connecting pipe. Valves shall be as manufactured by Clow, M&H, American, or approved equal.
2. Valves 2-Inches and Smaller: Valves shall be bronze body and disc, swing check-type, with removable inspection covers, and rated for 150 psi minimum working pressure. For two-inch grinder pump applications, a Flomatic Model 208T ball check valve will be required, or approved equal.

E. CORPORATION STOPS AND CURB STOPS:

Units shall be brass equipped with connections compatible with the connecting service pipe-type; must have grip joint type or compression

connections for polyethylene tubing with locking collars and stainless steel inserts.

F. AIR RELEASE VALVES – AIR AND VACUUM VALVES:

Water (Vent Only): Valves shall be cast iron or bronze body, suitable for domestic water service, rated for a minimum 150 psi working pressure. Automatic air release valves shall be 2-inch valves as manufactured by APCO or Val-Matic or approved equal.

Wastewater: Valves shall be nylon bodied, with a 2-inch NPT threaded connection and designed to sustain an air gap separation under pressure up to 150 psi. Automatic air release valve shall be manufactured by A.R.I., D-025 "SAAR" combination air valve for sewage.

G. SPECIAL ITEMS

1. Valve Boxes: Units shall be adjustable, cast iron, two-piece screw-type with minimum interior diameter of five inches, and a LOCKABLE cast cover with the applicable inscription in legible lettering on the top: "SEWER", "REUSE" or "WATER." Boxes shall be suitable for the applicable surface loading and valve size, and shall be as manufactured by Davis Meter and Supply Division, or approved equal. Valve boxes for treated effluent systems shall be marked
2. accordingly. Extension pieces, if required, shall be the manufacturer's standard screw-type for use with the valve box.
3. Extension Stem for Valve Operators: Where the depth of the operating nut is more than 3 feet, operating extensions shall be provided to bring the operating nut to a point 12 inches below finished grade. The extension shall
4. be steel construction and permanently attached to the operating nut on the valve. The use of setscrews will not be allowed.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. GENERAL REQUIREMENTS:

1. Piping, fittings, valves, and appurtenances shall be installed in accordance with these Standards and in general with the manufacturer's recommendations for the applicable service. All

aforementioned items are to be inspected by a FPUA representative in place, before backfilling to ensure the accuracy and quality of the installation and parts.

2. Piping shall be installed along straight line and grade between fittings, manholes, or other defined points, unless other definite lines of alignment deflection or grade change have been established. Modification to approved alignment or grade during construction shall receive prior approval from the Utilities Engineer, and all resulting design conflicts shall be resolved by the Utilities Engineer prior to proceeding.
3. Materials shall be cleaned and maintained clean, with all coatings protected from damage. The interior of the pipe shall be free of dirt  
  
and debris, and when work is not in progress; all open ends shall be plugged.
4. Underground piping shall not be driven to grade by striking it. When the pipe has been properly bedded, enough compacted backfill shall be placed to hold the utility in correct alignment. If necessary, precaution shall be taken to prevent flotation.
5. Joining shall be by the manufacturer's approved method and shall not require undue force to accomplish full satisfactory seating and assembly. Connections at structures shall be cut accurately and worked into place without forcing and shall align with the connecting point. Flanged joints shall be made up tight, but with care taken to prevent undue strain upon equipment or other items. Suitable flange filler rings shall be installed where required to provide suitable joints. The installation shall be permanently watertight, with no visible leakage at joints, connections with structures or other locations, under operational or testing conditions. Material that in jointing does not remain completely seated and/or watertight shall be rejected.
6. Underground pressure piping systems shall be securely anchored by acceptable means at all tees, plugs, caps, bends and valves, and at all other locations where unbalanced forces exist or as directed by the Utilities Engineer. Restrained joints shall be used in accordance with manufacturer's recommendations.
7. FPUA will accept Uni-Flange, Mega-Lug, and Stargrip Series 3000/4000 or approved equal, restraining systems. The Contractor shall supply to the Utilities Engineer a shop drawing of every typical fitting assembly within the project, which reflects the restraint detail

proposed for use (including length of pipe restraint). Said shop drawing shall specify the particular system to be utilized and no substitutions will be allowed after approval without re-submittal of shop drawings and written approval by the Utilities Engineer.

8. Exposed systems shall be supported as necessary to hold the piping and appurtenances in a firm, substantial manner to the required lines and grades indicated, with no undue piping stresses transmitted to equipment or other items. Piping within buildings shall be adequately supported from floors, walls, ceilings, or beams. Supports from the floor shall be by suitable saddle stands or piers. Piping along walls shall be supported by satisfactory wall brackets, or saddles, or by wall brackets with adjustable hanger rods. For piping supported from the ceiling, approved rod hangers of a type capable of screw adjustment after erection of the piping shall be used. Pipe aboveground outside of buildings shall be supported on concrete supports or pre-manufactured adjustable pipe supports.
9. Proper provision for exposed expansion or contraction shall be provided by installation of expansion joints or other suitable methods. Additionally, flexible connections shall be provided to expedite equipment or piping system removal.
10. Sub aqueous pipe laying may be permitted where conditions make it impractical to lay pipe "in the dry," provided the Contractor submits his plans for laying pipe under water to the Engineer and obtains advance approval thereof. All sub aqueous crossings shall be made in accordance with all approved permits.

B. DUCTILE IRON (DI) PIPE:

Installation shall be performed in accordance with the applicable provisions of AWWA Standard C600. The opening cut in the pipe wall for installation of tapping saddles and sleeves shall be made by a special tapping machine designed for this specific service. All pipe cutting shall be accomplished by power operated abrasive wheel or saw cutter, or other methods approved by the pipe manufacturer. Where

required, Polyethylene Encasement shall be installed as set forth under AWWA C105.

C. INSPECTION CRITERIA OF (DI) PIPE AND FITTINGS:

All pipe, valves, fittings, or other items shall be inspected prior to installation and *shall be rejected* if any of the following conditions exist:

5. Interior Surfaces:

- (a) The interior cement or ceramic epoxy lining is damaged, broken or severely cracked.
- (b) The interior cement or ceramic epoxy lining is found to be excessively non-uniform.
- (c) Protruding materials are found in the rubber seal location (Gasket Raceway). If this condition is minor, it may be field corrected and recoated as required.
- (d) ANY interior surface that is rusted with pits or other corrosive damage. Surface rust may be corrected and recoated at the discretion of the Utilities Engineer.

6. Exterior Surfaces:

- (a) Surfaces show visual defects.
- (b) Exterior surface is rusted with pits or other corrosive damage. Surface rust may be corrected and recoated as required.
- (c) ANY surface rust on ductile iron fitting that has been epoxy coated for corrosion resistance in harsh soil environments.
- (d) ANY pipe or fitting which has received a severe blow that may have caused an incipient fracture, even though not visible.

7. Marking of Rejected Fittings: Fittings that have obvious casting defects or other imperfections that affect the structural integrity of the fitting may be

- 8. marked with paint. These fittings shall not be allowed for use in FPUA under any circumstances. Fittings that fail for cosmetic reasons, (surface rust, coating problems, etc.) shall be tagged and identified to the Contractor or distributor. The problem must corrected by the Contractor or distributor to the inspector's satisfaction prior to installation in FPUA system.

D. POLYVINYL CHLORIDE (PVC) PIPE:

Lubrication used for pipe and fitting joints shall be nontoxic (NSF approved for potable water) and recommended for use by the pipe manufacturer. The use

of vegetable oil, and lard type (Crisco) cooking matter shall not be allowed under any circumstances. For all installations, ensure the provisions of AWWA Manual M-23 are followed.

E. VALVES:

1. General: Valves shall be carefully inspected, opened wide, and then tightly closed prior to installation, and all the various nuts and bolts thereon shall be tested for tightness, per manufacturer specifications. Special care shall be taken to prevent joint materials, stones, or other substances from becoming lodged in the valve seat. Valves, unless otherwise required, shall be set with their stems vertically above the centerline of the pipe. Any valve that does not operate correctly shall be adjusted to operate properly or removed and replaced.
2. Buried valves shall be installed vertically where depth of cover permits. Where depth of cover does not permit, side operators shall be used. Extension stems shall be provided on all buried valves when the operating nut is deeper than three feet below the final grade, with sufficient stem extension to place the nut not more than three feet below grade. Where extension stems are required within valve boxes, approved insert stem guides shall be provided. All valve locations are to be marked by use of a reflective marker (RPM) attached to the
3. pavement or concrete pad near the valve box per Detail M-6 and at the edge of pavement. Blue RPMs shall be used for water, green for force mains and purple for reuse mains.
4. Valve boxes shall be carefully centered over the operating nuts of underground valves to permit a valve wrench to be easily fitted to the nut. The tops of valve boxes shall be set to the required grade. The valve box SHALL NOT transmit surface loads directly to either the pipe or valve. Care shall be taken to prevent earth and other material from entering the valve boxes. Any valve box that becomes out of alignment or is not to grade shall be dug out and adjusted. Concrete pads will be provided around boxes, in accordance with the typical gate valve and valve box detail.

SECTION 02715  
WATER DISTRIBUTION SYSTEMS

PART 1- GENERAL

1.01 GENERAL:

This section sets forth the general requirements for design and installation of water distribution systems for potable service.

The relevant provisions specified in Division 2, "Technical Specifications", shall be applicable to this section unless otherwise indicated herein or changed in writing by the Utilities Engineer.

**SPECIAL NOTE: Due to recent amendments to Section 1417 of the Safe Water Drinking Act, effective immediately, FPUA is requiring that all water works brass installed in water distribution system meet the requirements of Senate Bill 3874/House Bill 5289 (Lead Free).**

1.02 DESIGN STANDARDS:

- A. Required Reference: The plans shall comply with the design and installation requirements as specified by the "Ten States Standards for Water Works", unless otherwise indicated herein or approved by the Utilities Engineer.
- B. System Design:
  - 1. Normal Flow Demands: Flow demands for design shall be calculated on the basis of full ultimate development as shown in the following table.

<u>Design Flow – Residential</u>	<u>Estimated Flow</u>
Single-Family Unit – Normal 3br/2bath gpd	300
Multifamily Unit – Normal type gpd	210

Note: All other units not specified above will be assessed on a case-by- case basis.

Maximum-day demand to be used for design shall be computed by using peak factors of 1.67 for individual customers. Flow demands for commercial, industrial, or other special developments shall be established from existing records or by estimated projections, using the best available data.

2. Fire Flow: Minimum system requirements for fire flow rates and duration (time) for total flow shall be as set forth by local ordinance.
3. System Size Computation: The minimum design for water distribution systems shall provide for at least 100% of the combined maximum-day demand rate and required fire flow for said rate, with special provisions for the peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Design computation shall be by the "Kypipe" procedure for developments larger than 250 units, or other applicable methods, as dictated by the system configuration. Design flows and method of computation shall be subject to review and approval by the Engineer.
4. Valve Locations: Valves shall be provided for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained and repaired water distribution system. Valves are to be placed so that the maximum allowable length of water main required to be shut down for repair work shall be no more than 1,000 feet. Water mains ending as stub-outs, intended for future expansion, shall terminate with a line size gate valve and temporary blow-off, so designed that water service is not interrupted during future tie-in. Valve locations shall be so marked as specified in Section 02600. A blue magnetic ball locator as manufactured by 3M Corporation, or approved equal, shall temporarily mark valve boxes during construction.

## PART 2 – PRODUCTS

### 2.01 STANDARD REQUIREMENTS:

- A. General: The materials of construction and general installation procedures, with the exception of fire hydrants (Paragraph C Section 1 and 2, following), shall comply with the specific applicable standards set forth under the section "Utility Excavation, Trenching and Back-filling", the section "Casing

Pipe – Boring and Jacking,” and the section “DIP and PVC Pipe Fittings, Valves and Appurtenances,” as well as “Standard Details – Water Distribution Systems.”

B. Approved Pipe, Fittings, and Valves: The types tabulated below, within the

size range indicated and for the applicable service, are approved for water distribution system construction:

<u>Pipe and Fittings</u>	<u>Size Range</u>
Ductile Iron (DI), Class 50 Pipe & Fittings – Cement Mortar Lined	No limit
Polyvinyl Chloride (PVC) Pipe AWWA C-900, DR-18 AWWA C-905, DR-18	12 Inches or Less Larger than 12 Inches
Polyethylene Pipe Brass Fittings (LEAD FREE)	Service Connections, Blow Offs, and Bacteriological Sample Points
HDPE Pipe and Fittings (Shall be approved by Utilities Engineer)	No Limit

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<u>Valves</u>	<u>Size Range</u>
Gate Valves (GV) – EPDM Wedge	24 Inches Maximum
Butterfly Valves (BFV)	30 Inches and Above
Corporation Stops & Curb Stops	Service Connections

C. Fire Hydrants: Hydrant spacing shall be as required per local ordinance. Fire hydrants must be installed on minimum-sized water mains as follows:

- Commercial area – eight inch

- Residential area – six inch
  1. Fire Hydrant Requirements: Fire hydrants shall conform to AWWA C-502 and shall be of the compression, traffic model type. Hydrants shall be
  2. designed for 150 psi working pressure. The hydrant shall be equipped with two 2-1/2 inch type nozzles and one 4-1/2 inch pumper nozzle. Threads shall be National Standard. Hydrants shall be furnished with a sealed oil or grease reservoir located in the bonnet so that all threaded and bearing surfaces are automatically lubricated when the hydrant is operated. The hydrant will be designed for disassembly by use of a short disassembly wrench or the hydrant shoe having integral cast tieback lugs on the main valve to permit the main valve assembly and valve seat to be removed without digging earth or disassembling the hydrant barrel. Hydrants shall be furnished with a breakaway feature that will break cleanly upon impact. This shall consist of a two-part breakable safety flange with a breakable stem coupling. The upper and lower barrels shall be fluted and ribbed above and below the safety flange or have an extra strength lower barrel. The hydrant internal valve shall be 5-1/4 inch minimum. The pentagonal operating nuts and the cap nuts shall be 1-1/2 inch point to flat. The hydrants shall open counter clockwise and the direction of opening shall be cast on the top.

Ground flange shall be located approximately 6 inches above finished grade. The hydrant shall be equipped with a 6-inch mechanical joint base inlet. The hydrant assembly shall consist of the fire hydrant, pipe connecting of the hydrant to the water main, the gate valve and box between the hydrant and the water main, the tee at the main, the restraining devices, and the bedding material. Fire hydrants shall be Mueller Super Centurion 250 or American Darling B-84-B-5. Hydrants owned by the Fort Pierce Utilities Authority shall be painted Carnival Red from factory, not field painted; privately owned hydrants shall be painted yellow from factory, not field painted.

2. Fire Hydrant Installation: Hydrants shall be located in a manner to provide complete accessibility and so that possibility of damage from vehicle, or injury to pedestrians will be minimized. Connect hydrant to main with a 6-inch PVC or ductile iron branch controlled by an independent 6-inch gate valve. The connecting pipe shall have the same depth or cover as the main. All pipe, valve, and points from the hydrant to the main shall be restrained. When placed behind the curb, the hydrant barrel shall be set so that portion of the pumper or hose nozzle cap will not be less than 12 inches nor more than 18 inches from the gutter face of the curb. When set in the space between the curb and the sidewalk, or between the sidewalk or property line, no portion of the

hydrant or nozzle cap shall be within 6 inches of the sidewalk or property line. At all times, hydrants shall be no more than 15 ft. from the curb of roadways or from the edge of pavement. Clearances of seven and one half feet (7ft-6in.) in front of and to the sides of fire hydrants, with a four-foot (4 ft.) clearance to the rear of hydrants shall be maintained. Hydrants shall stand plumb and true and shall have their nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb. Hydrants shall be set to the established grade, with nozzles at least 18 inches above the ground.

- D. Restraining Joints: Pressure piping fittings and other items requiring restraint shall be braced with mechanical restraining assemblies, as specified under Section 02600. Said restraining devices shall be designed for the maximum pressure condition (testing) and the safe bearing loads for horizontal thrust.
- E. Pipe Depth and Protection: The standard minimum cover for water distribution systems shall be three feet from the top of the pipe to finish grade. However, should this design not be feasible, protective concrete slabs may be required over the pipe within the limits of the lesser cover. Where waterways, canals, ditches, or other cuts are crossed, protective concrete slabs may also be required across and to ten feet each side of the bottom. Additionally, approved utility crossing signs shall be placed on the pipe alignment at each side of the canal, etc. Signs shall be approved by FPUA and the Agency having jurisdiction over said waterway.
- F. Connections at Structures: When it is necessary to extend water pipes into or through structures, flexible joints shall be provided at the wall face. If the structure is used to remedy a conflict, a ductile iron casing will be provided (casing size per Section 02315) and casing spacers used to support loading per manufacturers specifications. This design must be submitted to FPUA for review and approval prior to constructing.
- G. Special Exterior Protection for Corrosion: Extra protection shall be provided for underground cast or ductile iron pipe and fittings within areas of severe corrosive conditions (i.e. the islands, Indian River Flood Plain and areas east of U.S. Highway 1), as described in ANSI/AWWA C116/A21.16. The soil-test evaluation to determine the necessity for extra protection in suspect areas shall be as set forth in ANSI Standard A21.5. Additionally, where other existing utilities are known to be cathodically protected, cast or ductile iron pipe crossing said utility shall be protected for a distance of 20 feet to each side, and when installed parallel to and within ten feet of, protection shall also be provided. Steel pipe shall not be installed in severe corrosion areas.
- H. Air Venting and Blow-Offs: Where the water main profile is such that air

pockets or entrapment could occur, resulting in flow blockage, methods for air releases shall be provided. Air venting capabilities shall be provided for distribution mains by appropriately placing fire hydrants, blow-offs or other manual devices. At critical points on major mains, air release assemblies shall be installed, with valves as specified under Section B. Special care shall be taken to preclude any cross-connection possibility in the design of automatic air release valve application. All dead-end water mains, temporary or permanent, shall be equipped with a manually operated blow-off at the terminal.

- I. Service Connections: Connections to water mains shall be made by installing of service saddles. A corporation stop shall be placed at the saddle or fitting, with the service line extended to the property line, perpendicular to said line, and terminating with a lockable curb stop, pending meter installation (Re: Section 02600 for material specifications and Detail Sheet for "Typical Water Service Connection Details"). Contractor shall be responsible for installation of meter boxes for all 5/8-inch x 3/4-inch meters. These boxes shall be manufactured by DFW Plastics, Inc product number DFW1219-10-AF3MF 45D NHK, with a black polymer body and blue polymer anti-float lid.
  
- J. Water Meters: All water meters shall be purchased by FPUA in accordance with established procurement requirements. FPUA shall hold water meters until the water main and/or the service line has been installed, inspected, pressure tested, approved by the appropriate regulatory agency, and all fees have been paid. Water meter assemblies shall be installed by FPUA.
  1. A compound meter would normally be specified for the following applications:
    - (a) Residential (Multi-family general service)
    - (b) Light commercial
    - (c) Shopping centers and malls
    - (d) Adult congregate living facilities
    - (e) Apartment complexes
    - (f) Condominiums
  
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- (c) Shopping centers and malls
- (d) Adult congregate living facilities
- (e) Apartment complexes
- (f) Condominiums

2. A turbine meter would normally be specified for the following applications:

- (a) Industrial plants
- (b) Hospitals
- (c) Any facility requiring high, constant flow rates.

K. Backflow Prevention:

Backflow Prevention Enforcement, New Services: All potable water connections to any residential, commercial, or industrial establishment

will require the installation of the appropriate backflow prevention device as established in Resolution 82-15, or as amended, as a component of the customer's installation unless this requirement is specifically waived in writing by the Utilities Engineer.

Backflow Prevention Devices: All backflow prevention devices installed for the purpose of protecting the distribution system shall meet or exceed the FPUA's backflow prevention device specifications. FPUA shall be sole judge of product quality and conformity to applicable standards and shall maintain a current list of approved devices which shall be available to the public. All backflow prevention devices shall meet the requirements of UA Resolution 82-15 or as amended. Only the following will be considered acceptable backflow prevention devices: Air gap, reduced pressure principle backflow preventers, and double check valve assembly backflow preventer, dual check valve assemblies are authorized for single family residential installations.

Location: Normally meters/backflow preventers shall be located on private property in areas designed by FPUA Engineering Department, parallel and adjacent to the property being served. Selection of an appropriate site for the larger meter/backflow preventer installation is dependent upon accessibility, landscaping, visibility and overall dimensions. All factors must be taken into consideration for appropriate location of the installation. All aboveground meters/backflow preventers shall be landscaped by the Contractor as required by City or County Ordinances.

Fire Service: All commercial sprinkler systems will require, as a minimum, a double detector check valve assembly backflow preventer when connected to a potable water system. The manufacturer's cut sheets shall be submitted for FPUA approval before purchasing and shall conform to the following:

<u>Manufacturer</u>	<u>Size Range</u>
AMES Series 3000B1	2-
inch AMES Colt Series C300	4
– 10-inch WATTS Series 757	4
– 10-inch	

Note: Assemblies must contain silicone rubber check internals and EDPM OS&Y gates originally installed by the manufacturer.

Once all required testing has been completed, the fire suppression

contractor shall install the assembly in the presence of an FPUA Inspector. After all DDC testing is complete, the FPUA Inspector will lock the OS&Y valves in the closed position until such time as the water mains are approved by the appropriate regulatory agency, all fees have been paid, and closeout items received.

### PART 3 – EXECUTION

#### 3.01 DISINFECTION:

- A. Disinfection of water mains shall be conducted in accordance with AWWA C-651.

Advance notice of 48 hours shall be provided to the Department before disinfecting procedures start. The FPUA Inspector shall not be responsible for obtaining approved results and the analysis shall be conducted at no cost to the

Fort Pierce Utilities Authority. Mains shall not be put into service until after the necessary bacteriological samples have been approved by the applicable regulatory agencies. Samples and analysis shall be collected in accordance with standard sampling procedures and performed by a certified laboratory. Evidence that two consecutive bacteriological samples are in compliance with established regulations must be provided. Copies of approved results must be received by the FPUA Inspector.

- B. Before disinfection, all mains 4-inch diameter and larger shall have a line size swab passed thru the entire length of the line to flush out all foreign material from the pipeline. Hoses, fittings, and temporary pipes in ditches shall be provided as required to dispose of flushing water without damage to adjacent properties. Flushing velocities shall be at least 2.5 feet per second.

Disinfection mixture shall be a chlorine-water solution having a free chlorine residual of at least 50 ppm, but no more than 200 ppm. The disinfection mixture shall be prepared by injecting a calcium hypochlorite mixture into the pipeline at a measured rate while fresh water is allowed to flow through the pipeline at a measured rate so that the chlorine water solution is of the specified strength. Using the water main diameter and length (see attached chart), the weight of H.T.H. (calcium hypochlorite) or other approved chlorine containing chemical, quantity is determined and mixed in 50-gallon drums. Because of the solubility, not more than 5 pounds of chemical can be dissolved in one drum. Thus, a drum of water is used for each successive 5 pounds of dry chlorine (H.T.H.) used.

#### DISINFECTANT PREPARATION DATA



approved source, shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine. The rate of chlorine mixture flow shall be in such proportion to the rate of water entering the pipe that the combined mixture shall contain 50 ppm of free available chlorine, but no more than 200 ppm of free available chlorine. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Backflow preventers shall be used if necessary.

- E. Retention Period: Treated water shall be retained in the pipeline long enough to destroy all nonspore-forming bacteria. At the end of a twenty-four hour period, the disinfecting mixture shall have strength of at least 10 ppm of free chlorine. Following disinfection, water shall be flushed from the line until the water through the line is equal chemically and bacteriologically to the permanent source of supply. Disinfecting water shall not be allowed to flow into a waterway without adequate dilution or other satisfactory method of reducing chlorine concentrations to a safe level.
- F. The Contractor shall furnish all equipment and materials and perform the work necessary for the disinfecting procedures, including additional disinfection as required.

### 3.02 TESTING:

- A. The Contractor shall perform hydrostatic testing of all water distribution systems, as set forth in the following, and shall conduct said tests in the presence of representatives of the Engineer and FPUA, with 48 hours advance notice provided. Prior to the pressure and leakage testing, the water mains shall be disinfected in accordance with AWWA C-651.
- B. Testing shall not proceed until all restraining devices have been installed. All piping shall be thoroughly cleaned and flushed prior to testing to clear the lines of all foreign matter. While the piping is being filled with water, care shall be exercised to permit the escape of air from extremities of the test section, with additional release cocks provided, if required. Filling of the main shall be under supervision of FPUA. Each valve section of the pipe shall be filled with water, slowly, and the specified test pressure shall be applied.
- C. Hydrostatic testing shall be performed at 150 pounds per square inch pressure, unless otherwise approved by the Utilities Engineer for a period of not less than two hours. Maximum distance to test must be less than 3000 feet or as allowed by the Utilities Engineer. Testing shall be in accordance with the applicable provisions as set forth in Section 13 of AWWA Standard C600. The allowable rate of leakage shall be less than the number of gallons per hour determined by the following formula:

$$L = \frac{SD [(P) \frac{1}{2}]}{148,000}$$

L = allowable leakage in gallons per hour

S = length of pipe tested, feet

D = nominal diameter of the pipe in inches

P = average test pressure maintained during the leakage test in pounds per square inch gauge.

Note: Pressure testing must be completed by 12:00 noon due to thermal expansion.

- D. The testing procedure shall include the continued application of the specified pressure to the test system for the two-hour period by way of a pump taking supply from a container suitable for measuring the volume displaced from said container. Any exposed pipe, fittings, valves, hydrants, and joints shall be examined during the test. Any damaged or defective pipe fittings, valves or hydrants that are discovered following the pressure test shall be repaired or replaced with sound material, and all tests shall be repeated.
- E. The pressure shall not vary by more than +5 psi from the required pressure for the duration of the test. If at any point during the test the pressure loss exceeds 5 psi, the test is considered failed. Should the test fail, necessary repairs shall be accomplished by the Contractor and the test repeated until within the established limits. The Contractor shall furnish the necessary labor, water, pumps, gauges, and all other items required to conduct the required water distribution system testing and perform necessary repairs.

SECTION 02730  
WASTEWATER COLLECTION SYSTEM

PART 1 – GENERAL

1.01 GENERAL:

This section includes general technical criteria for the design and installation of wastewater collection systems.

The relevant provisions included in Division 2, "Technical Specifications – General," and shown on "Standard Details – Wastewater Systems," and "Standard Location Plan – Underground Utilities," shall be applicable to this section, unless otherwise indicated herein or changed in writing by the Utilities Engineer.

1.02 DESIGN STANDARDS:

- A. Required Reference: The Contractor shall comply with the applicable requirements established by the Florida Department of Environmental Protection Rule 17-604, FAC. The criteria set forth in Chapter 30, "Design of Sewers," of the "Ten State Standards – Recommended Standards for Wastewater Facilities." shall be used as a design guide. Conflicts will be brought to the attention of the Utilities Engineer.
- B. System Design:
1. Average Design Flows: the sewer system design shall be based on full ultimate development as shown in the following table:

<u>Design Flow – Residential</u>	<u>Estimated Flow</u>
Single-Family Unit Normal 3br/2bath	240 gpd
Multifamily Unit – Normal type	210 gpd

Note: All other units not specified above will be assessed on a case-by-case basis.

The average daily flow (ADF) from domestic units shall be calculated at the minimum rate of 100 gallons per capita per day, which will normally cover infiltration, but should conditions be unfavorable, an additional allowance shall be included. Flow requirements from commercial, industrial, institutional, or other special development areas shall be established from existing records,

or by estimated projections using the best available data; however, in no case shall a rate of less than 1,000 gallons per acre per day be used, unless specifically approved otherwise by the Utilities Engineer. The progressive summation of the previously described contributions shall constitute the ADF for specific sections of the wastewater system.

2. Peak Design Flows: Gravity sewers shall be designed on the basis of ultimate development maximum rates of flow, which will be the product of selected peak factors, times the accumulative Maximum Monthly Average Daily Flow (MMADF) for the subject portion. In general, the following peak factors shall be applicable for the range of average daily flow rates indicated (million gallons per day – MGD); unless larger values are required for specific conditions or prior approval is received from the Engineer for modification thereof.

<u>Flow Range (MMADF), MGD</u>	<u>Peak Factor</u>
0.000 to 0.250	1.67
0.250 to 1.000	1.50
1.000 to 4.000	1.40

3. Wastewater Main Size Computation: Wastewater gravity mains shall be sized to provide ample capacity for the required peak flow rates. The minimum allowable size for any sewer, other than service connections, shall be eight inches in diameter. All gravity mains shall be designed at slopes providing minimum velocities of not less than two feet per second when flowing full or half full. Said computation shall be based on Hazen- Williams Formula, using a roughness coefficient ("C") of not less than 100, unless justifiably approved otherwise.

In general, the following minimum slopes shall be provided for sewer sizes to 24 inches:

Sewer Size	<u>Minimum Slope, % (Inches)</u> <u>(Feet per 100 Feet)</u>
8	0.40
10	0.28
12	0.22
15	0.17
18	0.14
21	0.12
24	0.10

Minimum slopes slightly less than those indicated may be considered; providing the depth of flow will not be less than 0.3 of the pipe diameter or the velocity less

than 2.0 feet per second at design average daily flow, and justifiable reasons for

the modification are presented to the Utilities Engineer, and to the (Project) Engineer.

4. Design Considerations:

- (a) Gravity mains shall be installed with straight alignment and grade between manholes, with manhole spacing not to exceed 400 feet. Special provisions may be considered for sizes 30 inches and larger.
- (b) All wastewater gravity mains shall terminate at manholes or terminal cleanout.
- (c) Wastewater mains of diverse sizes shall always join at manholes, with no size conversions between. Where different sizes join, the pipes shall be placed at elevations where the depth points are equal, unless higher points are required. If the entrance pipe elevation exceeds twenty-four inches above the effluent wastewater main, drop manhole connections shall be provided.
- (d) Flow direction changes in excess of 90 degrees shall not be included in wastewater main alignments without special consideration. An extra flow line elevation drop (0.1'+/-) across manholes shall be provided.
- (e) Where design velocities greater than 15 feet per second are attained, due to topography or other reasons, special equipment shall be provided for wastewater main protection, as approved by the Utilities Engineer.
- (f) Minimum size of gravity main is eight inches; minimum slope for an eight-inch main is 0.40%, except as allowed in Paragraph 3. above.

PART 2 – PRODUCTS:

2.01 STANDARD REQUIREMENTS:

- A. General: The materials of construction and general installation procedures shall comply with the specific applicable standards set forth under Section 02200, "Utility Excavation, Trenching and Backfilling," Section 02315, "Casing Pipe – Boring and Jacking," and Section 02600, "DIP and PVC Pipe, Fittings, Valves and Appurtenances," as well as the Standard Details section.
- B. Approved Pipe: The types tabulated below, with the restrictions indicated, are approved for wastewater gravity main and lateral construction:

<u>Pipe and Fittings</u>	<u>Restrictions</u>
Plastic (PVC) – SDR 26	Allowed at inverts 0-20 feet
Ductile Iron (DI) Pipe (CL-250) & Fittings - Interior Ceramic Epoxy Coated	Required at inverts below 20 feet

C. Wastewater Manholes:

1. Manholes shall be precast concrete, as detailed. Alternate manhole materials and designs shall receive prior approval from the Engineer. The minimum inside diameter of manholes shall be 48 inches for wastewater main sizes up to 21 inches in diameter or less, with submittal of special designs for larger pipes.
2. Precast reinforced manholes shall be in accordance with ASTM Designation C478, with preformed flexible plastic joint sealer conforming to Federal Specification SS S-00210 – (GSA-FSS), "RAM-Nek", as manufactured by the K. T. Snyder Company, Inc., Houston, Texas, or approved equal. Two layers of "Ram-Nek", or approved equal, shall be required. Installation of "Ram-Nek" shall not allow overlapping of material but layering as to abut the ends. Installation of precast manholes shall comply with the details shown on "Standard Detail Sheets" and in accordance with the manufacturer's recommendations.
3. Manhole frames and covers shall be gray cast iron heavy duty conforming to ASTM Designation A48, Class 30, and shall be U.S. Foundry 170, or approved equal. Covers shall have no perforations and shall be marked with the words "SANITARY SEWER". Frames and covers shall be fully bedded in mortar to the correct finish grade elevation, with adjustment precast concrete manhole rings placed below, as detailed, for precast manholes. Frames shall be suitable for the future addition of cast iron rings for upward adjustment of top elevation.
4. Manhole flow channels shall be as shown on the "Standard Detail Sheets" with smooth and carefully shaped bottoms, built-up sides and benching constructed from concrete. Channels shall conform to the dimension of the adjacent pipe and provide changes in size, grade and alignment evenly.
5. All manholes, in areas designated by the Utilities Engineer as subject to flooding, shall have sewer rain guards installed. Rain guards shall only be installed in manholes that have gravity mains twelve inches and smaller. Sewer rain guards must have a snug fit, of shallow design and shall be manufactured by Fosroc-

Preco Industries, South West Packing and Seals, Inc., Parson Environmental Products or approved equal.

6. Where additional pipe connections or modification of existing factory-made openings are required on new or existing precast concrete manholes, all cutting relative thereto shall be performed only by a power driven abrasive wheel or saw. It is specifically noted that such connections to existing manholes shall be installed in accordance with the details for new units shown on "Standard Detail Sheets" and shall be sleeved (using a grouted manhole adaptor) and caulked watertight with non-shrinking grout. Mud shall be applied around the bottom of the pipe connection, but not the top, to provide extra watertight connection.
- D. Pipe Depth and Protection: The minimum allowable cover for wastewater gravity mains shall be thirty inches from the top of the pipe to finish grade. Where waterways are crossed, interior ceramic epoxy coated ductile iron pipe shall be installed across and to ten feet each side of the crossing. Additionally, approved utility crossing signs shall be placed on the pipe alignment at each side of the waterway. Sign shall be approved by FPUA and the Agency having jurisdiction of said waterway.
- E. Pipe Bedding: Special care shall be exercised in design and installation to provide adequate bedding for the type of pipe used, taking into consideration trench width and depth, superimposed loadings above grade, and the material below trench grade. Pipe loading capabilities shall be computed in accordance with established design criteria and special supporting bedding or facilities shall be provided as required by the Engineer (see Section 02200).
- F. Special Exterior Protection for Corrosion: Extra protection shall be provided for underground cast or ductile iron pipe and fittings within areas of severe corrosive conditions (i.e. the islands, Indian River Flood Plain and select areas east of U.S. Highway 1), as described in ANSI/AWWA C116/A21.16. The soil-test evaluation to determine the necessity for extra protection in suspect areas shall be as set forth in ANSI Standard A21.5. Additionally, where other existing utilities are known to be cathodically protected, cast or ductile iron pipe crossing said utility shall be protected for a distance of 20 feet to each side, and when installed parallel to and within ten feet of, protection shall also be provided. Steel pipe shall not be installed in severe corrosion areas.
- G. Connections at Structures: Where wastewater gravity mains connect to structures, pipe joints shall be provided at the wall face. When it is necessary to extend wastewater mains through structures, such as conflicting elevation storm drain bypassing chambers, the pipe within shall be ductile iron with no inside joints or a ductile iron casing will be provided (casing size per Section 2315) and casing spacers used to maintain uniform slope through structure. This design must be submitted to FPUA for review and approval prior to constructing.
- H. Transition Connections: Where pipes of alternate materials (VC to CI, etc.) are to be

connected between manholes, suitable approved transition couplings shall be installed.

Couplings shall be a stainless steel backed "Fernco", or approved equal. Special designed units may be submitted for approval; however, concrete collars are not acceptable.

- I. Pipe Cutting: The cutting of ductile iron pipe for installation length adjustment, or connections for future services to existing wastewater mains, shall be in strict compliance with the methods specified in AWWA C600.
- J. Service Connections: Installation of service laterals shall be as shown on Detail Sheet

"Service Connection Details"; including the T-WYE branches installed in the sewer main at the point of connections, and the service pipe and required fittings extend to the property line, perpendicular to said line, terminating with cleanout as shown on Detail Sheet "Wastewater Service Placement". The minimum service pipe size shall be six inches in diameter for a single service and for a double service. The exact location for each installed service shall be marked by permanent magnetic markers installed at the cleanout location of each property line. Lateral magnetic markers shall be: 3M Corporation Ball locators, or approved equal. Service lines to commercial or multi-family buildings shall have a transition manhole in accordance with U.A. Resolution 91-19, or as updated.

### PART 3 – EXECUTION:

#### 3.01 TESTING:

The Contractor shall perform testing of all wastewater gravity mains, as set forth in the following, and shall conduct said tests in the presence of representatives from the Department with two days advance notice provided. All testing (lamp testing, television inspection, deflection testing and/or infiltration/exfiltration testing) shall be performed after compaction but before any asphalt as been replaced. The contractor shall be responsible for all expenses accrued during this testing.

- A. Lamp Testing: The installed wastewater gravity main shall be "lamped" between manholes as they are installed or other structures in order to ascertain that they are clear and in correct alignment. The concentricity of the lamp image received shall be such that the diameter of said image shall have no vertical reduction from that of the pipe inside diameter and not more than 10 percent (10%) horizontal reduction. Testing shall not proceed until all facilities are complete in place and concrete cured. All piping shall be thoroughly cleaned prior to testing to clear the lines of all foreign matter (see next section for cleaning requirements). Lines shall be flushed with water prior to lamping to aid in the detection of dips in the line. Lines which have dips, which retain equal to or greater

than ½ inch of water shall be dug up and replaced at no cost to FPUA. The use of Fernco couplings shall not be allowed during the adjustment.

- B. Television Inspection and Testing: All main lines and manholes must be cleaned using a high-velocity jet cleaning system (hydro-cleaning) prior to televised inspection.

High-Velocity jet (hydro-cleaning) equipment shall follow manufacturer's specification for ease and safety of operation. The jet nozzles shall be capable of producing a scouring action from 15-45 degrees in all sizes designated to be cleaned. The equipment will have a minimum working pressure of 2000 psi at 60 gpm. Equipment shall also include a high-velocity gun for washing and scouring manhole walls, troughs and benches. Subsequent to the high-velocity cleaning and before any of the following tests can be performed on the sewer system, ample water must be reintroduced into the system to replace the water displaced during the cleaning process. This shall be performed using a 5-gallon bucket of suitably clean water to be poured into the upstream manhole in sufficient quantity to confirm flow through the downstream manhole. After this step is acknowledged, wait for 5-10 minutes to allow all the excess water to transverse through pipe segment prior to starting the CCTV inspection.

Sequence of CCTV Inspection. After cleaning, the pipe sections shall be visually inspected by means of closed-circuit television. The inspection will be done manhole-to-manhole section at a time and the flow in the section being inspected will be suitably controlled as specified. At the beginning and end of each sanitary inspection, a video inspection of the manhole must be provided. Each phase and/or project shall be recorded on a separate DVD/CD. For any TV Inspection which is redone at the direction of FPUA, the re-inspection will be added at the end of the DVD/CD with a separate entitlement labeled "RETV'D Manhole \_\_\_ to Manhole \_\_\_".

Direction. The direction of the camera travel shall be in the direction of flow in the pipe unless access to the upstream manhole is not possible, or the camera cannot pass through the pipe from end-to-end in the direction of flow, in which case a reverse set-up will be allowed only through the prior approval of the Utilities Engineer.

Picture Clarity. Video documentation shall be furnished on Digital format, in color, and of suitable clarity and quality for good definition. If, during the inspection, the camera lens becomes soiled or fogged, the camera should be shut down and the lens cleaned, even if this requires removing the camera from the line. If the camera is removed for lens cleaning, the camera shall be returned to the point where acceptable by the FPUA representative.

Camera Travel. The camera shall be moved through the line at a moderate rate, stopping when necessary to permit the proper documentation of the pipeline's condition, see CCTV Narration and Documentation Requirements. When a defect or other feature is encountered, the progress of the camera should be slowed

and stopped for a minimum of 15 seconds or as needed so that the observation can be panned with the camera, the data recorded, narration made and a still picture captured, if required. In no case will the television camera be allowed to transverse through the pipe at a speed greater then 30 feet per minute. If it is determined that

this speed is in excess because the camera is displacing the water in the dips, a slower speed must be used.

CCTV Inspection Recording. The purpose of the CCTV inspection shall be to supply visual and audio record of the pipeline condition. Recording shall be in color with suitable clarity and quality for good definition. Each pipe segment must be included in a SINGLE FILE.

The following information must be provided as screen text on the video recording.

- Purpose of CCTV
- Job /Project name
- Location(if required)
- Date and time of day
- Upstream and downstream manhole numbers
- Direction of the camera travel
- CCTV company
- Operator's name

This text should be clearly displayed on a contrasting background. The text should be displayed for 15 seconds or for the duration of the start-up narration, whichever is longer. If an inspection is being performed on consecutive pipe segments with the same setup, this information must be provided at the start of each pipe segment.

During the CCTV, the running screen must include the following information. The display of this information must in no way obscure the central focus of the pipe being inspected.

- Running footage(distance traveled)
- Upstream and downstream manhole numbers

The end point of the inspected pipe segment should be indicated with the screen text for @ 15 seconds. The ending screen text should indicate:

- Ending footage
- Date and time of day
- Upstream and downstream manhole numbers.

CCTV Narration and Documentation Requirements. The CCTV video recordings should not contain inappropriate language, idle chatter, background noise and/or discussions between the operator and other crew members. A Voice narration must be included in the video recording. All video narration must be live by the CCTV operator. Digital voice-overs are not allowed and will constitute a reinspection.

The narration must include the following information at the beginning of each pipe segment:

- Purpose of CCTV
- Job /Project name
- Location(if required)
- Date and time of day
- Upstream and downstream manhole numbers
- ✓ Pipe size
- ✓ Pipe material
- ✓ Direction of the camera travel
- ✓ CCTV company
- ✓ Operator's name

ALL observations along the length of the pipe must be narrated and documented with a description of the observation and clock position, if required. This is to include:

- ✓ All lateral sizes (either entering the main line through a T-wye connection or connected through an inline manhole), location and orientation
- ✓ Any debris or discoloration discovered.
- ✓ Each and every joint encountered.
- ✓ Depth and length (beginning and end) of ALL sags/dips found in the line that meet or exceed ½ inch.
- ✓ Any other deficiency or abnormal situation that may or may not meet FPUA Details or Specifications.

DVD/CD labels. Diskette labels shall identify the project name, project phase number, date of inspection, purpose of inspection, utility contractor name and CCTV company name. All labels shall be typed or computer generate. Hand written labels are not acceptable.

- C. Deflection Testing: All new wastewater gravity mains are subject to deflection testing. Tests will be conducted using a 92.5% mandrel. The mandrel shall be pulled through the sewer line by hand, using a 150-pound test line. If the mandrel cannot traverse the pipe as such, then the deficiency must be corrected. The intent is to require testing of all lines.
- D. Infiltration/Exfiltration Testing: When required by Utilities Engineer, all infiltration/exfiltration testing shall be performed per the appropriate ASTM specification: C828 for clay pipe and F 1417 for plastic pipe.

SECTION 02732  
WASTEWATER FORCE MAINS

PART 1 - GENERAL

1.01 GENERAL:

- A. This section includes the general requirements for design and installation of force main systems serving wastewater lift stations.
- B. The relevant provisions set forth in Division 2, "Technical Specifications", and shown in "Standard Details – Wastewater Systems", shall be applicable to this section unless otherwise indicated herein or approved by the Utilities Engineer.

1.02 DESIGN STANDARDS:

- A. Required Reference: The Contractor shall comply with the applicable design and installation requirements as established by the Florida Department of Environmental Protection, Rule 62-604.4.
- B. System Design: Force main systems shall be no less than four inches in diameter (unless specifically approved in writing by FPUA) and of adequate size to efficiently transmit the total ultimate peak operational flows, applied by the connected wastewater lift station(s), to the effluent point. Consideration shall be given to possible future connecting lift stations and this probability shall be reviewed with FPUA. Capacity computations shall be coordinated with the proposed system(s), along with any future flow requirements, if applicable. In order to provide adequate pipeline cleansing, force main flow velocity shall not be less than two feet per second at ultimate design minimum pumping capacity; however, with multiple lift station systems or phase development, this requirement may not be possible and the system design shall receive special attention regarding cleaning maintenance. Force mains of less than four inches in diameter will be considered on an individual basis.
- C. Operational Cost Considerations: For Type II and Type III lift stations (See Section 02735), in addition to initial capital expenditure, long term pumping station operational costs shall also receive consideration when sizing force main systems. Should a pipe size option be available within the design limits, the cost of sewage pumps and motors, force main system and pump operating power (computed for design average daily flow rate for ten years at existing electricity cost), shall be compared to like amounts for the alternate designs. The final force main size selection shall be directed towards the system with the least long range capital and operational cost. Said cost analysis shall be subject to review by the Department.

PART 2 - PRODUCTS

2.01 STANDARD REQUIREMENTS:

- A. General: The materials of construction and general installation procedures shall comply with the specific applicable standards set forth under Section 02200, "Utility Excavation, Trenching and Backfilling," Section 02315 "Casing Pipe – Boring and Jacking," and Section 02600 "DIP and PVC Pipe, Fittings, Valves, and Appurtenances," as well as "Standard Details –

Wastewater Systems."

- B. Approved Pipe, Fittings and Valves: The types tabulated below, within the size range indicated and for the applicable service, are approved for wastewater force main construction:

<u>Pipe and Fittings</u>	<u>Size Range</u>
Ductile Iron (DI) Pipe (Class 250) & Fittings – Polylined	All Sizes
Polyvinyl Chloride (PVC) Pipe DR-18	30 Inches or Less
High Density Polyethylene Pipe (HDPE) PE 3408	All Sizes <u>Valves</u>
	<u>Size Range</u> Resilient
Wedge Gate Valves	All Sizes
Eccentric Plug Valves	8 inches and above

NOTE: The minimum size of a force main shall be four inches unless specifically approved in writing by FPUA.

- C. Joint Restraining: Pressure piping fittings and other items requiring restraint, shall be braced with restraining assemblies, as specified under Section 02600 and shown on Standard Detail Sheet. Said restraining devices shall be designed for the maximum pressure condition (testing) and the safe bearing loads for horizontal thrust, if thrust blocking is used. Thrust blocks shall only be allowed in special cases, and require prior written approval from the Department.
- H. Pipe Depth and Protection: The standard minimum cover for wastewater force main systems shall be three feet from the top of the pipe to finish grade. However, should this design not be feasible, protective concrete slabs shall be provided over the pipe within the limits of the lesser cover. Where waterways, canals, ditches, or other cuts are crossed, ductile iron pipe shall be required across and to ten feet each side of the bottom. Additionally, approved utility crossing signs shall be placed on the pipe alignment at each side of the canal, etc., for waterways. Signs shall be approved by the Department and the Agency having jurisdiction of said waterway.
- I. Connections and Structures: When it is necessary to extend force main piping into or through structures, a ductile iron casing will be provided (casing size per Section 02315) and casing spacers used to support loading per manufacturers specifications. This design must be submitted to FPUA for review and approval prior to constructing. If the

force main is penetrating a wet well or valve vault, refer to section 02735 for specific connection information.

- J. Special Exterior Protection for Corrosion: Extra protection shall be provided for underground cast or ductile iron pipe and fittings within areas of severe corrosive conditions (i.e. the islands, Indian River Flood Plain and areas east of U.S. Highway 1), as described in ANSI/AWWA C116/A21.16. The soil-test evaluation to determine the necessity for extra protection in suspect areas shall be as set forth in ANSI Standard A21.5. Additionally, where other existing utilities are known to be cathodically protected, cast or ductile iron pipe crossing said utility shall be protected for a distance of 20 feet to each side, and when installed parallel to and within ten feet of, protection shall also be provided. Steel pipe shall not be installed in severe corrosion areas.
- K. Air and Vacuum Venting: Where the force main profile is such that air pockets or entrapment could occur, resulting in flow blockage, provisions for air release shall be provided. Manually operated vent valves shall be provided along minor force mains where continual problems are not anticipated. Manual and/or Automatic air release valve assemblies shall be installed where venting is required on all major force mains and at critical points on lesser mains. At profile break points on major force mains, such as tops of hills, etc., where free flow will occur during operation or after pumping stops, combined air release and vacuum valve assemblies may be required. Air and vacuum valves and/or air release valves shall be as specified under Section 02600 and shall be suitably housed in a properly vented underground chamber (manhole), if in an open area, and are required to be coated with Koppers Bitumastic No. 300M, coal tar epoxy, or approved equal.
- L. Valve Locations: Valves shall be installed on all subsidiary force mains at 3000-foot maximum separation, and at the point of connection to the major main in order to isolate said pipe line for maintenances. Where force mains are to be extended, valves shall be placed at the future connection point to preclude line shutdown at the time of extension. At future connection branches or ends, the valves shall not be installed within the run of individual force mains, nor for pipe sizes in excess of 14 inches, without special consideration. Valve locations shall be marked as stated in Section 02600.
- M. Terminal Discharge: Force mains shall enter the terminal facility (gravity wastewater manhole, lift station wet well or other) at a point equal to the operational water level of said receiving unit. Should an elevation drop be required to obtain the outlet connection, the prior down-slope of the force main shall not exceed 45 degrees, and adequate air venting shall be provided at the profile break point. Furthermore, any structure designed or adapted to receive said connection must be protected from hydrogen-sulfide deterioration through the use of a T-lock liner, Fiberglass liner or SEWPER-Coat coating; as approved by the Utilities Engineer.
- N. Identification: In order to preclude possible domestic water tapping, all installed

- underground wastewater force mains shall bear identification markings which will remain legible during normal handling, storage and installation; and which have been
- O. applied in a manner that will not reduce the strength of the product or otherwise damage the pipes. Marking on the pipe shall include the following and shall be applied at intervals of not more than 3 feet; nominal size, material code designation, the word "SEWER PIPE", and dimension ratio, pressure class, manufacturer's name or trade mark and production record code. PVC force main pipe shall be green in color or white in color. PVC, DIP or HDPE pipe shall have the words "FORCE MAIN" permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "FORCE MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe. .
- P. Locator Wire and Locator Boxes for Force Mains: All force mains shall be marked by the use

of a continuous multi-strand wire, 10 gauge, THHN, green in color for the entire length of the pipe. Where splices are required they shall be in accordance with FPUA standard details. All force mains shall have locator boxes installed a minimum of every 1,000 feet.

### PART 3 – EXECUTION

#### 3.01 TESTING:

- A. The Contractor shall perform hydrostatic testing of all wastewater force mains, as set forth in the following, and shall conduct said tests in the presence of representatives from the Engineer and FPUA with 48 hours advance notice provided.
- B. Piping and appurtenances to be tested shall be within sections between valves or adequate plugs, with prior approval from the Engineer. Testing shall not proceed until restraining devices are installed. All mains 4-inch diameter and larger shall have a line size swab passed thru the entire length of the line to flush out all foreign material. Flushing velocities of at least 2.5 feet per second must be obtained. Adequate means must be provided to insure the required velocity is achieved. While the piping is being filled with water, care shall be exercised to permit the escape of air from extremities of the test section, with additional release cocks provided if required.
- C. Hydrostatic testing shall be performed at 100 psi for two hours. The testing shall continue for an uninterrupted period of not less than two hours. Testing shall be in accordance with the applicable provisions as set forth in Section 4.1 of AWWA Standard C600. Should the testing pressure drop 5 psi or greater at any time during the test, the test is considered to have failed. The allowable rate of leakage shall be less than the number of gallons per hour determined by the following formula:

$$L = \underline{SD (P)^{1/2}}$$

148,000

L = allowable leakage in gallons per hour

S = length of pipe tested in feet

D = nominal diameter of the pipe in inches

P = average test pressure maintained during the leakage test in pounds per square inch gauge

- D. The testing procedure shall include the continued application of the specified pressure to the test system, for the two-hour period, by way of a pump taking supply

from a container suitable for measuring water loss. The amount of loss shall be determined by measuring the volume displaced from said container.

Should the test fail, necessary repairs shall be accomplished by the Contractor and the test

repeated until within the established limits. The Contractor shall furnish the necessary labor, water, pumps, gauges, and all other items required to conduct the required wastewater force main testing and shall perform the necessary system repairs required to comply with the specified hydrostatic test. All visible leaks are to be repaired regardless of the amount of leakage.

Written Certification of Acceptance of the test data for compliance with FPUA Specifications will be made upon request and signed by the Engineer.

## 3M™ Scotchkote™ Epoxy Coating 323/323i Application Guide

## Product Description

3M™ Scotchkote™ Liquid Epoxy Coating 323/323i is a two part system designed to protect steel pipe and other metal substrates from the harsh affects of corrosion.

## Hand Application

1. Mix part A and part B separately.
2. Pour part B into part A completely.
3. Thoroughly mix using mix stick until color consistency is achieved.

### Pot Life (7 ounce/200 gram sample)

70°F/20°C	28 minutes
100°F/38°C	8 minutes

### Recommendations

- Prepare only the quantity of coating that can be applied within given pot life.
- A ¼ in (6 mm) nap, lint free roller is suggested.
- For the speed of application, and to extend the working time of the product, pour mixed product directly on to substrate/ pipe, then pull the mixture down around pipe with brush or roller.
- Because of the high viscosity of this product, we suggest mixing parts A & B together at temperatures above 60°F/15°C.

Using a brush or roller, apply Scotchkote 323/323i to a minimum thickness of 25 mils/625 microns or as specified.

As an ARO, apply Scotchkote 328 to a minimum thickness of 40 mils/1000 microns. Overlap the pipe coating no less than 1 in /25 mm. Allow coating to properly cure before handling.

## General Application Steps

### For use as a joint coating, a refurbishing coating, or as pipe coating.

1. Remove oil, grease, and loosely adhering deposits.
2. Verify the air temperature is 5°F/3°C above the dew point.
3. Abrasive blast clean surface to NACE #2/SSPC-SP10, ISO 8501:1 SA-2 1/2 **near white metal.**
4. With air hose, clean blasted surface of any abraded debris then verify anchor profile is 2-4 mils/50-100 microns.
5. With the substrate between 41°F/5°C and 200°F/93°C dew point 5°F/3°C below air temperature, apply Scotchkote™ Liquid Epoxy Coating 323/323i at minimum film of 25 mil/ 625 microns.
6. Apply Scotchkote 323/323i as soon as possible after blasting but no more than 4 hours.
7. Allow to cure per time & temperature chart below.
8. Visually or electrically inspect the coating for defects.
9. Repair all defects using Scotchkote 323/323i as repair material.

## Repair Process

1. Remove oil, grease, and loosely adhering deposits.
2. Abrade the coating surface with medium grit sandpaper (80 grit). Ensure that the surrounding coating is abraded on all sides of the holiday.
3. Ensure abraded surface is cleaned of any debris with air blast or clean lint free cloth.
4. With the substrate between 41°F/5°C and 200°F/93°C dew point 5°F/3°C below air temperature, apply Scotchkote™ Liquid Epoxy Coating 323/323i at minimum film of 25 mil/ 625 microns.

## Cold Weather Repair Process

1. Follow steps 1–3 from "Repair Process" above.
2. Using a butane torch heat the surface to be repaired.
3. **\*CAUTION\***: Do not make contact with flame to coating or allow existing coating to brown.
4. Apply 3M™ Scotchkote™ Liquid Epoxy Coating 323/323i to the damaged area at minimum of 25 mils/625 microns.
5. Using the butane torch, apply heat to the patch to accelerate cure process.
6. **\*CAUTION\***: Do not make contact with flame to coating or allow existing coating to brown.

Product Handling Properties at Time* and Temperature			
Product Temperature	Pot Life	Dry To Touch Time	Back Fill Time
40°F/5°C	45 minutes	6-7 hours	10-12 hours
60°F/16°C	30 minutes	3-4 hours	4-6 hours
75°F/23°C	22 minutes	2-3 hours	2-4 hours
85°F/29°C	14 minutes	70-90 minutes	1-2 hours
100°F/38°C	10 minutes	40-70 minutes	40-60 minutes
120°F/49°C	8 minutes	20-40 minutes	20-40 minutes

\*It is very important to note that times listed above are approximation and will vary due to ambient and substrate temperature or a combination of both.

### 3M™ Scotchkote™ Liquid Epoxy Coating 323/323i

Coverage in Quart/0.95 Liter Kit per Weld

Pipe Diameter (inches)	Total Length to Coat (inches)			
	6	8	10	12
6	0.06	0.08	0.10	0.13
12	0.13	0.17	0.21	0.25
20	0.21	0.28	0.35	0.42
24	0.25	0.33	0.42	0.50
30	0.31	0.42	0.52	0.63
36	0.38	0.5	0.63	0.75
42	0.44	0.59	0.73	0.88
48	0.5	0.67	0.84	1.00

— Assume no waste. Based on 25 mil thickness.

— For dimensions, please see our coverage calculator on our web site ([www.3M.com/corrosion](http://www.3M.com/corrosion))

## 450 ml Cartridge Heating Process

This process makes use of microwave oven to heat the 450

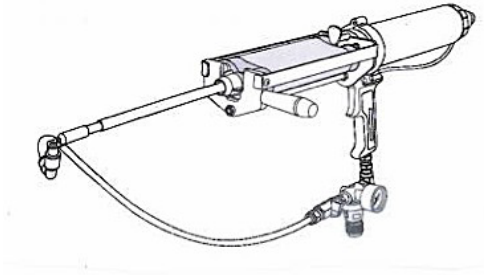
ml cartridges. Do not open cartridge at any time during this process. Proper PPE is recommended which includes but limited to: safety glasses, coverall, and chemical resistance gloves.

1. Verify power output of microwave as higher power will heat

### 3M™ Scotchkote™ Spray System HSS-450

The application of Scotchkote™ Liquid Epoxy Coating 323/323i has been simplified using 3M™ Scotchkote™ Spray System HSS-450. The HSS-450 system utilizes a dual-cartridge setup along with unique application equipment designed specifically to spray apply Scotchkote 323/323i.

## EXHIBIT "C" TECHNICAL SPECIFICATIONS



For more information and additional literature on the 3M™ Scotchkote™ Spray System HSS-450 system, please visit our web site at [www.3M.com/corrosion](http://www.3M.com/corrosion) or contact our Customer Service Center at 1-800-722-6721.

cartridge quicker.

2. Place 450 ml cartridge in microwave oven.
3. You heat in 30 second intervals until you can verify how long your microwave oven takes to heat to 120°-140°F.
4. Use a Pyrometer to verify that the outside of cartridge has reached 120°-140°F.
5. **\*CAUTION\***: Do not allow cartridge temperature to exceed 140°F as the back plunger will soften and material will leak

### Helpful Plural Component Spray Information

- Suggested tip size of 625
- Tip pressure 2,500 – 3,500 psi/18 – 22 MPa
- Preheat Part A to 140°-160°F/60°-70°C
- Preheat Part B to 130°-150°F/55°-65°C
- Mix ratio of pumps is 2:1

### Equipment Clean-up

MEK or toluene may be used to clean spray equipment, rollers, and brushes. Utilize proper safety guidelines when working with solvent.

## Multiple Coats

Scotchkote™ Liquid Epoxy Coating 323/323i has been formulated to achieve a coating thickness of 45 mils/1150 microns in one coat. If additional thickness is required, apply the additional coats within 4 hours of the initial coat at temperature of 70°F/20°C. This coating may be applied in any thickness consistent with producing an acceptable surface finish.

**3M Scotchkote Liquid Epoxy Coating 323/323i**

**RECOAT WINDOW**

Air Temperature	Recoat Window
60° F/15°C	4 hours
75° F/23°C	3 hours
85° F/28°C	2 hours
100° F/36°C	1 hour

3M and Scotchkote are trademarks of 3M Company.

**Handling & Safety Precautions**

Read all Health Hazard, Precautionary, and First Aid statements found in the Material Safety Data Sheet, and/or product label prior to handling or use.

**Important Notice**

All statements, technical information and recommendations related to 3M Products are based on information believed to be reliable, but the accuracy or completeness is not guaranteed. Before using the 3M Product, you must evaluate it and determine if it is suitable for your intended application. Because conditions of Product use are out- side of our control and vary widely you assume all risks and liability associated with such use. Any Product-related statements not contained in current 3M publications, or any contrary statements contained in your purchase order, shall have no force or effect unless expressly agreed to in writing by an authorized officer of 3M.

**Ordering Information/Customer Service**

For ordering technical or product information, or a copy of the Material Safety Data Sheet, call:  
Phone: 800/722-6721 Fax: 877/601-1305

**Warranty; Limited Remedy; Limited Liability.**

3M warrants that Product will conform to 3M published specifications upon shipment. If Product is proven not to have met the specifications your exclusive remedy and 3M's sole obligation will be, at 3M's option, to replace the Product or to refund

the purchase price of the Product. **EXCEPT WHERE PROHIBITED BY LAW, THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE.** Buyer is an expert in its field and is responsible for determining if Products are suitable for a particular purpose or application. 3M has no obligation under this warranty with respect to any Product that has failed due to inadequate or improper storage, handling, surface preparation, application, or maintenance; failure to follow Product instructions; or alteration or damage to the Product caused by accident, neglect, or misuse. **EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL 3M BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING LOST PROFITS) ARISING FROM THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ASSERTED.**

**END OF SECTION**

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BID FORMS

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
Contractor.

**Notice to Proceed on Project: Indian River Drive Corridor Improvements, Bid No. 2025-019**

**Cost of Project based on Unit Prices by Agreement: \$ \_\_\_\_\_**

You are hereby notified to proceed with the Work on the subject Project on or before \_\_\_\_\_, 2025 and to obtain Substantial completion within 335 calendar days and Final completion within 365 calendar days. Find attached four (1) set of the subject project drawings.

The completion date for **this project** work shall be: \_\_\_\_\_, 2026.

OWNER:

BY:

CITY OF FT. PIERCE  
100 NORTH U.S. HIGHWAY 1  
FT. PIERCE, FL 34950

\_\_\_\_\_

**ACKNOWLEDGE RECEIPT OF NOTICE**

By: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

**END OF SECTION**

BID FORMS

**CHANGE ORDER FORM**

PROJECT: **Indian River Drive Corridor Improvements**

DATE: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: \_\_\_\_\_

CHANGE ORDER REQUESTED BY: City \_\_\_\_\_ Contractor \_\_\_\_\_

**THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:**

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT \$ \_\_\_\_\_

Current CONTRACT AMOUNT ADJUSTED  
by Previous CHANGE ORDER(S) \$ \_\_\_\_\_

Net (Increase) (Decrease) of CONTRACT  
AMOUNT resulting from this CHANGE  
ORDER \$ \_\_\_\_\_

Current CONTRACT AMOUNT Including  
this CHANGE ORDER \$ \_\_\_\_\_

ORIGINAL CONTRACT TIME \_\_\_\_\_ Calendar Days

Current CONTRACT TIME ADJUSTED  
by Previous CHANGE ORDER \_\_\_\_\_ Calendar Days

Net (Increase) (Decrease) Resulting  
from this CHANGE ORDER \_\_\_\_\_ Calendar Days

Current CONTRACT COMPLETION DATE  
including this CHANGE ORDER \_\_\_\_\_

(Change Order No. \_\_\_\_\_, Page 1 of 2)

**BID FORMS**

**CHANGES ORDERED:**

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

\_\_\_\_\_  
\_\_\_\_\_

III. JUSTIFICATION:

\_\_\_\_\_  
\_\_\_\_\_

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

ACCEPTED BY:

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY: City of Ft. Pierce

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature & Title

**END OF CHANGE ORDER**

**BID FORMS**

**APPLICATION FOR PAYMENT**

Application for payment forms will be issued at the Pre-construction Conference.

**END OF SECTION**



**CONTRACTOR VERIFICATION FORM**

FORT PIERCE, FLORIDA  
SEALED BID NO. 2025-019

**PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

**THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:**

Name of firm: \_\_\_\_\_

Corporate Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip Code)

By: \_\_\_\_\_

(Print name)

(Print title)

\_\_\_\_\_  
(Authorized Signature)

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

State License # \_\_\_\_\_ (ATTACH COPY)

County License # \_\_\_\_\_ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_(yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

**END OF SECTION**



**EXHIBIT "E"**  
**GENERAL CONDITIONS**

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## **SECTION 1 - CONTRACT DOCUMENTS**

### **1.1 DEFINITIONS**

#### **1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is: (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.3.

#### **1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

#### **1.1.3 THE WORK**

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

#### **1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

#### **1.1.5 ADDENDA**

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

#### **1.1.6 ACCEPTANCE, FINAL ACCEPTANCE**

**EXHIBIT "E"**  
**GENERAL CONDITIONS**

The formal action by the City accepting the Work as being complete, after certification by the City Engineer of final completion.

**1.1.7 AGREEMENT**

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

**1.1.8 APPARENT LOWEST AND BEST BIDDER**

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

**1.1.9 APPLICATION FOR PAYMENT**

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

**1.1.10 BID**

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

**1.1.11 BIDDER**

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

**1.1.12 BONDS**

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

**1.1.13 CHANGE ORDER**

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work

**EXHIBIT "E"**  
**GENERAL CONDITIONS**

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

**1.1.23 NOTICE OF AWARD**

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

**1.1.24 NOTICE TO PROCEED**

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

**1.1.25 OWNER**

The City of Fort Pierce: The Owner.

**1.1.26 PAYMENT BOND**

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

**1.1.27 PERFORMANCE BOND**

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

**1.1.28 REQUEST FOR INFORMATION**

Contractor's inquiries for information shall be submitted to the City Engineer.

**1.1.29 ENGINEERING INSPECTOR**

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

**1.1.30 SAMPLE**

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

### 1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

### 1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

### 1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

### 1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word "approved," "reviewed," "acceptable," "satisfactory," "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words "as shown" or "as indicated" or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word "provide" is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word "Product" is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term "Project Manual" as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

## 1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

**EXHIBIT "E"**  
**GENERAL CONDITIONS**

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

### 1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

## **SECTION 2 - THE CITY ENGINEER**

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer for such interpretations.

### **SECTION 3 - CITY**

#### **3.1 DEFINITION**

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

#### **3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

#### **3.3. CITY'S RIGHT TO STOP THE WORK**

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

#### **3.4 CITY'S RIGHT TO CARRY OUT THE WORK**

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with the Contract and Sections 8, 14, 15, and 16, and as noted in the Agreement and Contract Documents.

## **SECTION 4 - CONTRACTOR**

### **4.1 DEFINITION**

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

### **4.2 REVIEW OF CONTRACT DOCUMENTS**

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

### **4.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

### **4.4 LABOR AND MATERIALS**

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

#### 4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

#### 4.6 TAXES

4.6.1 Not applicable.

#### 4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

#### 4.8 ALLOWANCES

4.8.1 Not applicable.

#### 4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

#### 4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

#### 4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the City Engineer by transmittal letter with Contractor's signature.

#### 4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer to review the information as required.

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4.12.2 Contractor shall also submit to City Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer on previous submittals.

4.12.6 City Engineer's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

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**GENERAL CONDITIONS**

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

**4.13 USE OF SITE**

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

**4.14 CUTTING AND PATCHING OF WORK**

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

**4.15 CLEANING UP**

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

**4.16 COMMUNICATIONS**

4.16.1 The Contractor shall forward all communications to the City through the City Engineer.

**4.17 ROYALTIES AND PATENTS**

**EXHIBIT "E"**  
**GENERAL CONDITIONS**

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer.

**4.18 INDEMNIFICATION**

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

**SECTION 5 - SUBCONTRACTORS**

**5.1 DEFINITION**

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.**

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

**SECTION 6 - WORK BY CITY**

**6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the

**EXHIBIT "E"**  
**GENERAL CONDITIONS**

Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**6.2 MUTUAL RESPONSIBILITY**

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

### 6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer shall determine to be just.

## **SECTION 7 - MISCELLANEOUS PROVISIONS**

### 7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

### 7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

### 7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

### 7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

### 7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary

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Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

## 7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

## 7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's

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additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer.

**SECTION 8 - TIME**

**8.1 DEFINITIONS**

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

**8.2 PROGRESS AND COMPLETION**

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

**8.3 DELAYS AND EXTENSIONS OF TIME**

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer may determine.

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8.3.2 Any claim for extension of time shall be made in writing to the City Engineer not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

**SECTION 9 - PAYMENTS AND COMPLETION**

**9.1 CONTRACT SUM**

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

**9.3 APPLICATIONS FOR PAYMENT**

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

#### 9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

#### 9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer has approved the complete Application for Payment, the City shall make payment in accordance with Article 6 of identified in the Agreement.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City Engineer on account of Work done by such Subcontractor.

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9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or
2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or
3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment; or
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or
5. Damage to the City or other contractor; or
6. Reasonable evidence that the Work will not be completed within the Contract Time; or
7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 "ELIMINATED"

## 9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers; or

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2. Faulty or defective Work appearing after Substantial Completion; or
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

**SECTION 10 - PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

**10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

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10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

### 10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

### 10.4 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

## **SECTION 11 - INSURANCE**

**(SEE CONTRACT DOCUMENTS - ARTICLE 17)**

## **SECTION 12 - CHANGES IN THE WORK**

### **12.1 CHANGE ORDERS**

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. By unit prices stated in the Contract Documents or subsequently agreed upon;
3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

### **12.2 CONCEALED CONDITIONS**

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character

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provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

### 12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

### 12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

## **SECTION 13 - UNCOVERING AND CORRECTION OF WORK**

### 13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer has not specifically requested or required to observe prior to being covered, the

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City Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

### 13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City Engineer or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City Engineer, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might

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have under the Contract Documents, including Paragraph 4.5 hereof. The

establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

### 13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **SECTION 14 - TERMINATION OF THE CONTRACT**

### 14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the City Engineer has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

### 14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the

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Owner, upon certification by the City Engineer that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

**SECTION 15 - UNFAVORABLE WEATHER AND OTHER CONDITIONS**

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to overcome them.

**SECTION 16 - ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS**

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

### **SECTION 17 - BEFORE STARTING CONSTRUCTION**

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the City Engineer any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer directs, to attend the conference.

### **SECTION 18 - PRECEDENCE OF CONTRACT DOCUMENTS**

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

## **SECTION 19 - MEASUREMENT AND PAYMENT**

### **19.1 DESCRIPTION OF REQUIREMENTS**

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

**EXHIBIT "E"**  
**GENERAL CONDITIONS**

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

**SECTION 20 - ESTIMATED QUANTITIES**

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer to expeditiously check all estimates and especially the final quantities of the project.

**SECTION 21- COORDINATION**

21.1 Contractor shall: (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements; (2) coordinate completion

and clean-up of Work of separate sections of specifications in preparation for Substantial Completion; and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

## **SECTION 22 - FIELD ENGINEERING**

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

## **SECTION 23**

**"DELETED"**

## **SECTION 24 - PRECONSTRUCTION CONFERENCE**

24.1 City Engineer will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;
2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the City Engineer;
6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

## **SECTION 25 - PROGRESS MEETINGS**

25.1 City Engineer or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

## **SECTION 26 - CONTRACT CLOSEOUT**

### 26.1 DESCRIPTION

Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

### 26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

**EXHIBIT "E"**  
**GENERAL CONDITIONS**

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

### 26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

### 26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
  5. Any changes or verifications get marked.
  6. Mark out all "proposed" or "constructs."
  7. Draw in all changes to location of pipe, structures, etc.
  8. Draw in a detail box of any substantial changes.
  9. Mark location and footage of all culverts.
  10. Mark all elevations for grates and pipe inverts.
  11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
  12. Canal cross-sections at 500 feet spacing.

**EXHIBIT "E"**  
**GENERAL CONDITIONS**

**The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings supplied in digital format (AutoCAD).**

**END OF SECTION**

**DELIVER TO:**  
 City of Fort Pierce, Purchasing Division  
 Room 101  
 100 North U.S. #1  
 Fort Pierce, FL 34950

**MAIL TO:**  
 City of Fort Pierce Purchasing Division,  
 Room 101  
 P.O. Box 1480  
 Fort Pierce, FL 34954-1480

**CITY OF FORT PIERCE**



**INVITATION TO BID  
 and  
 BIDDER ACKNOWLEDGMENT**

Bid Writer: Gelencia Carter, (772) 467-3102	Bid No: 2025-019
Pre-Bid Conference: 10:00 AM, THURSDAY, MARCH 6, 2025.	Bid Title: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS
Pre-Bid Conference Location: CITY HALL, 1 <sup>ST</sup> FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL 34950	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:30PM, TUESDAY, MARCH 25, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: <u>Ferreira Construction Co Inc.</u>  Mailing Address: <u>13000 SE Flora Avenue</u>	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i>  X <u><i>John Ciabattari</i></u> Authorized Signature (Manual)
City, State, Zip Code: <u>Hobe Sound, FL 33455</u>	Typed or Printed Name: <u>John Ciabattari</u>
Type of Entity (Select one): Corporation <input checked="" type="checkbox"/> Partnership _____ Proprietorship _____	Title: <u>Vice President</u>
Incorporated in the State of: <u>New Jersey</u> Year: <u>11/14/1994</u>	Delivery in <u>10</u> days, After Receipt Order
Phone Number: <u>(772) 286-5123</u>	Payment Terms: <u>Net 30 Days</u>
Fax Number: <u>(772) 286-5139</u>	FEIN or SS Number: <u>22-3334957</u>
E-Mail Address: <u>jciabattari@ferreiraconstruction.com</u>	Local Business: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Bid Security is attached, when required, in the amount of \$ <u>10 % of Bid Amount</u> F.O.B. DESTINATION	If returning as a "No Bid" state reason:

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID**

## BID RESPONSE FORM

### INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
<b>ROADWAY PAY ITEMS</b>					
101-1	MOBILIZATION / DEMOBILIZATION	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
104-2	PREVENTION, CONTROL, & ABATEMENT OR EROSION & WATER POLLUTION	LS	1		
110-1-1	STANDARD CLEARING & GRUBBING	AC	5.2		
120-1	REGULAR EXCAVATION	CY	4229		
120-6	EMBANKMENT	CY	6547		
160-4	TYPE "B" STABILIZATION	SY	13437		
285-709	OPTIONAL BASE GROUP 9 (10" THICK)	SY	8465		
327-70-1	MILLING EXISTING PAVEMENT (1.0" AVG DEPTH)	SY	247		
334-1-53	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (PG 76-22) (1")	TN	504		
334-1-53A	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")	TN	975		
350-3-204	CEMENT CONCRETE PAVEMENT (STAMPED CROSSWALK) (6" THICK)	SY	80		
400-0-11	CLASS NS CONCRETE (GRAVITY WALL) (SCHEME 1)	CY	18.2		
400-0-12	CLASS NS CONCRETE (SEATWALL)	CY	41		
400-0-13	CLASS NS CONCRETE (CONCRETE STEPS)	CY	2.8		
425-1-201	CURB INLET (TYPE P-9) (<10')	EA	25		
425-1-203	CURB INLET (TYPE J-9) (<10')	EA	2		
425-1-211	CURB INLET (TYPE P-10) (<10')	EA	1		
425-1-213	CURB INLET (TYPE J-10) (<10')	EA	1		
425-1-331	CURB INLET (TYPE P-3) (<10')	EA	4		
425-1-341	CURB INLET (TYPE P-4) (<10')	EA	3		
425-1-521	DITCH BOTTOM INLET (TYPE C) (<10')	EA	7		
425-1-711	VALLEY GUTTER INLET (<10') (P-BOTTOM)	EA	2		
425-1-712	VALLEY GUTTER INLET (<10') (J-BOTTOM)	EA	1		
425-2-41A	MANHOLE (P-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	13		
425-2-71A	MANHOLE (J-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	4		
425-5-1A	MANHOLE (UTILITIES) ADJUST (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	7		
425-6	VALVE BOX ADJUST	EA	12		
425-11	MODIFY EXIST. DRAINAGE STRUCTURE	EA	3		
430-175-115	PIPE CULVERT (15" RCP) (CL III)	LF	21		
430-175-118	PIPE CULVERT (18" RCP) (CL III)	LF	1499		
430-175-124	PIPE CULVERT (24" RCP) (CL III)	LF	1368		
430-175-124A	PIPE CULVERT (24" CAP) (12 GAUGE) (ULTRA-FLO)	LF	182		
430-175-215	PIPE CULVERT (12"x18" ERCP) (CL III)	LF	42		
430-175-218	PIPE CULVERT (14"x23" ERCP) (CL III)	LF	200		
430-175-224	PIPE CULVERT (19"x30" ERCP) (CL III)	LF	21		
430-830	PLUG AND PRESSURE GROUT PIPE OUT OF SERVICE	CY	239		
440-73-2	6" HDPE UNDERDRAIN PIPE	LF	797		
515-1-2	PIPE HANDRAIL - GUIDERAIL W/ HANDRAIL (ALUMINUM)	LF	80		
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4781		
520-2-4	CONCRETE CURB (TYPE D)	LF	1667		
520-3	CONCRETE VALLEY GUTTER	LF	855		
520-2-115	CONCRETE HEADER CURB	LF	1461		
522-1	CONCRETE SIDEWALK (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	1307		
522-1A	CONCRETE SIDEWALK (W/ BRICK BANDING) (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	3856		
522-2	CONCRETE SIDEWALKS & DRIVEWAYS (3,000 PSI W/ FIBER) (1.5 LB/SY) (6" THICK)	SY	495		
526-1-1	ARCHITECTURAL PAVERS (ROADWAY) (PLAZA) (W/ 6" THICK CONC. SUB-SLAB)	SY	1045		
526-1-2	ARCHITECTURAL PAVERS (SIDEWALK) (REMOVE & RESET)	SY	120		
526-1-3	PERVIOUS PAVERS (F&I)	SY	2206		
527-2A	DETECTABLE WARNING DOMES (F&I) (PAVERS)	SF	674		
530-3-8	RIPRAP-RUBBLE (REMOVE EXISTING AND REINSTALL)	CY	26		
751-38-13	CONCRETE BENCH (BOOMERANG BENCH)	EA	2		
999-2A	RECORD AS-BUILT DRAWINGS (ROADWAY & DRAINAGE)	LS	1		

**EXHIBIT "D"**  
**SECTION 016**

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
<b>LANDSCAPE PAY ITEMS</b>					
162-1-3	PREPARED SOIL LAYER (SUPPLEMENTAL TOP SOIL) (DEPTH VARIES)	CY	500		
570-1-2	PERFORMANCE TURF (SOD) (FLORATAM)	SY	3200		
570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	225		
570-1-2B	PERFORMANCE TURF (SOD) (ARACHIS GLABRATA 'ECOTURF' / PERENNIAL PEANUT)	SY	321		
580-1-9	MULCH (FLORIMULCH) (4" THICK)	SY	154		
580-4-555	ROYSTONEA REGIA / ROYAL PALM (17-20' G.W.)	EA	12		
580-4-556	PHOENIX SYLVESTRIS / WILD DATE PALM (16'-18' HT)	EA	3		
580-7-107	MUHLENBERGIA CAPILLARIS / PINK MUHLY (24" HT MIN.)	EA	1312		
580-7-147	CLUSIA RODEA 'NANA' / CLUSIA NANA (18" HT MIN., 18" SPR MIN.)	EA	195		
580-7-177	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCOPLUM (30" HT MIN., 36" SPR MIN.)	EA	175		
580-7-257	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS (18" HT MIN., 18" SPR MIN.)	EA	2133		
580-7-707	BOUGAINVILLEA 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA (24" HT MIN., 24" SPR MIN.)	EA	222		
580-7-727	CRINUM AUGUSTUM 'QUEEN EMMA' / QUEEN EMMA CRINUM LILY (24" HT MIN., 30" SPR MIN.)	EA	55		
580-7-747	TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASMINE (24"X24")	EA	1522		
580-7-757	EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY (24" HT MIN.)	EA	4931		
581-1-1	RELOCATED ROYAL PALM	EA	36		
590-70	IRRIGATION SYSTEM (COMPLETE) (F&I)	LS	1		
<b>SIGNING AND MARKING PAY ITEMS</b>					
700-1-11A	SINGLE POST SIGN (F&I) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	25		
700-1-51A	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	4		
700-1-51B	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, 12-20 SF) (DECORATIVE SIGNS AND POLES)	AS	2		
702-1	BLINKER BEAM PEDESTRIAN CROSSING SYSTEM	EA	2		
706-1-3	RETROREFLECTIVE PAVEMENT MARKINGS	EA	145		
711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")	LF	5320		
711-11-123	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (12")	LF	164		
711-11-125	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24")	LF	228		
711-11-141	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (WHITE) (6", 2'-4" SKIP)	LF	90		
711-11-170	TRAFFIC MARKING (THERMOPLASTIC) (WHITE) (ARROW)	EA	3		
711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")	LF	3071		
711-11-224	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (18")	LF	5		
711-11-231	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6", 2'-4" SKIP)	LF	96		
711-11-231	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (YELLOW) (6", 10'-30" SKIP)	LF	450		
713-103-101	PERMANENT TAPE (WHITE) (6") (BRIDGE)	LF	172		
713-103-103	PERMANENT TAPE (WHITE) (12") (BRIDGE)	LF	64		
713-103-202	PERMANENT TAPE (YELLOW) (6") (BRIDGE)	LF	172		
<b>LIGHTING PAY ITEMS</b>					
519-78	BOLLARD (LIGHTED) (F&I)	EA	16		
519-79	BOLLARD (NONLIGHTED) (F&I)	EA	4		
630-2-11	CONDUIT (F&I) (OPEN TRENCH) (2" PVC)	LF	4948		
635-2-11	PULL & SPLICE BOX (13"X24") (F&I)	EA	47		
715-500-1	POLE CABLE DISTRIBUTION SYSTEM (CONVENTIONAL)	EA	47		
715-516-315	LIGHT POLE COMPLETE (SPECIAL DESIGN) (POLE TOP MOUNT) (F&I) (W/ RECEPTACLE AND BANNER ARMS)	EA	45		
715-546-815	LIGHT POLE COMPLETE (RELOCATE)	EA	1		
<b>BRIDGE PAY ITEMS</b>					
108-2	MONITOR EXISTING STRUCTURES - VIBRATION MONITORING	LS	1		
110-3	REMOVAL OF EXISTING STRUCTURE/BRIDGE	SF	2760		
400-2-10	CONCRETE CLASS II, APPROACH SLAB	CY	102.8		
400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	132.3		
400-4-25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CY	87.6		
400-4-47	CONCRETE CLASS IV, CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	CY	126.3		
400-7-1	BRIDGE DECK GROOVING	SY	147		
400-148	PLAIN NEOPRENE BEARING PADS	CF	5.2		
415-1-4	REINFORCING STEEL, BRIDGE SUPERSTRUCTURE	LB	19500		

**EXHIBIT "D"**  
**SECTION 016**

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
415-1-9	REINFORCING STEEL, APPROACH SLABS	LB	17500		
415-2-5	STAINLESS REINFORCING STEEL, SUBSTRUCTURE	LB	22600		
450-8-24	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 15" CARBON STEEL, WIDTH 58-60"	LF	526		
455-34-405	PRESTRESSED CONCRETE PILING, INCLUDES 100% DYNAMIC TESTING, SIZE 18" SQ W/ FRP OR STAINLESS STEEL STRANDS AND REINFORCING	LF	2845		
455-133-3	SHEET PILING STEEL (F&I), PERMANENT	SF	1086		
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, (F&I) POUREED JOINT WITH BACKER ROD	LF	121		
521-5-3A	TEXAS RAILING, COMBINATION RAIL TEXAS CLASSIC, TYPE C411	LF	159		
630-2-16	CONDUIT (F&I), EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	LF	750		
635-3-13	JUNCTION BOX (F&I), EMBEDDED	EA	4		
715-11A	LUMINAIRE COMPLETE (F&I)	LS	1		
<b>SEAWALL REPAIR PAY ITEMS</b>					
401-70-1	RESTOR SPALLED AREAS, EPOXY	CF	1		
401-70-4	RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT	CF	47		
401-70-4A	RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT (WALL PANELS)	CF	27		
411-1A	CRACK SEALING - STRUCTURES REHAB.	LF	30		
563-4	ANTI-GRAFFITI COATING, NON-SCRIFICIAL	SF	1500		
901-1A	57 STONE FILL	LS	1		
<b>WATER/SEWER UTILITY PAY ITEMS</b>					
999-2B	RECORD / AS-BUILT DRAWINGS (FPUA UTILITIES)	LS	1		
1050-18-203	EXISTING 6" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	1,090		
1050-18-204	EXISTING 8" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	100		
1050-18-204A	EXISTING 12" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	50		
1050-18-204B	EXISTING 8" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	70		
1050-18-204C	EXISTING 18" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	770		
1050-18-204D	EXISTING 15" GRAVITY SEWER (REMOVE)	LF	43		
1050-18-322	EXISTING 2" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	205		
1050-31-206	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (6")	LF	82		
1050-31-208	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (8")	LF	123		
1050-31-208A	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (8")	LF	61		
1050-31-212	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (12")	LF	62		
1050-31-216	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (16")	LF	30		
1050-31-218	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (18")	LF	759		
1050-41-102	UTILITY PIPE (F&I) (PE) (FORCE MAIN) (2")	LF	77		
1050-42-218	UTILITY PIPE (F&I) (HDPE) (FORCE MAIN) (18")	LF	106		
1050-51-208	UTILITY PIPE (F&I) (DI) (WATER MAIN) (8")	LF	66		
1050-51-218	UTILITY PIPE (F&I) (DI) (FORCE MAIN) (18")	LF	67		
1050-51-308	UTILITY FITTING (F&I) (REDUCER) (DI) (8"X12") (WATER MAIN)	EA	1		
1055-51-106	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (6")	EA	7		
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (8")	EA	5		
1055-51-108A	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (WATER MAIN) (8")	EA	2		
1055-51-112	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (12")	EA	4		
1055-51-116	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (16")	EA	4		
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (8")	EA	1		
1055-51-118	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (18")	EA	1		
1055-51-118A	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (FORCE MAIN) (18")	EA	22		
1055-51-118B	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (FORCE MAIN) (18")	EA	6		
1055-51-206	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (6"X6")	EA	1		
1055-51-212	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (12"X12")	EA	1		
1055-51-218A	UTILITY FITTING (F&I) (TEE) (DI) (FORCE MAIN) (8"X18")	EA	1		
1055-51-518	UTILITY FITTING (F&I) (CAP) (DI) (FORCE MAIN) (18")	EA	1		
1055-51-618	UTILITY FITTING (F&I) (WYE) (DI) (FORCE MAIN) (18"X18")	EA	1		
1060-11-222	UTILITY STRUCTURE AND MANHOLE (F&I) (BELOW GRADE) (UTILITY CONFLICT MANHOLE W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	3		
1060-15-202	UTILITY STRUCTURE AND MANHOLE (MODIFY) (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	1		

**EXHIBIT "D"**  
**SECTION 016**

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
1060-28-30	UTILITY STRUCTURE (TEMPORARY FM SUPPORT STRUCTURE)	LS	1		
1080-11-201	UTILITY FIXTURE (F&I) (WATER METER SERVICE)	EA	1		
1080-11-201A	UTILITY FIXTURE (F&I) (DUAL WATER METER SERVICE)	EA	1		
1080-11-203	UTILITY FIXTURE (F&I) (2"X18" SEALTITE SADDLE) (FM)	EA	1		
1080-11-403	UTILITY FIXTURE (F&I) (6"X12" TAPPING SADDLE) (WM)	EA	2		
1080-11-406A	UTILITY FIXTURE (F&I) (ARV) (WATER MAIN) (8")	EA	1		
1080-11-406B	UTILITY FIXTURE (F&I) (ARV) (FORCE MAIN) (18")	EA	1		
1080-11-410	UTILITY FIXTURE (F&I) (18"X18" HDPE/PVC TRANSITION COUPLING)	EA	4		
1080-11-499	UTILITY FIXTURE (F&I) (TEMPORARY JUMPER CONNECTION)	EA	1		
1080-21-102	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (2")	EA	1		
1080-21-106	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (6")	EA	2		
1080-21-108	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (8")	EA	1		
1080-21-108A	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (8")	EA	1		
1080-21-112	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (12")	EA	1		
1080-21-118	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (18")	EA	3		
1080-32-108	UTILITY FIXTURE (F&I) (SAMPLE POINT) (WATER MAIN)	EA	3		
1644-113-08	FIRE HYDRANT ASSEMBLY (F&I)	EA	1		
<b>ELECTRIC UTILITY PAY ITEMS</b>					
630-2-91	CONDUIT (INSTALL) (OPEN TRENCH) (2" PVC)	LF	2000		
630-2-91A	CONDUIT (INSTALL) (OPEN TRENCH) (4" PVC)	LF	2000		
630-2-91B	CONDUIT (INSTALL) (OPEN TRENCH) (6" PVC)	LF	600		
				ROADWAY SUB-TOTAL =	
				LANDSCAPE SUB-TOTAL =	
				SIGNING AND MARKING SUB-TOTAL =	
				LIGHTING SUB-TOTAL =	
				BRIDGE SUB-TOTAL =	
				SEAWALL REPAIR SUB-TOTAL =	
				WATER/SEWER UTILITY SUB-TOTAL =	
				ELECTRIC UTILITY SUB-TOTAL =	
				<b>PROJECT SUB-TOTAL =</b>	
				<b>CONTINGENCY (10%) =</b>	
				<b>PROJECT TOTAL =</b>	

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**

(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

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

Name (as shown on your income tax return)  
Ferreira Construction Co. Inc.  
Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
31 Tannery Road  
City, state, and ZIP code  
Branchburg, NJ 08876

Requester's name and address (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number  
22 - 3334957

**Part II Certification**

Under penalties of perjury, I certify that:

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

**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 on page 4.

Sign Here Signature of U.S. person [Signature]

Date ▶ March 25, 2025

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CITY OF FORT PIERCE BIDDER'S CHECKLIST**

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
<b>Hard Copy Submissions Only:</b> Are the correct copies included? One (1) original and One (1) USB Drive?	N/A	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID

  
John Ciabattari, Vice President

BID RESPONSE FORM

**BID RESPONSE FORM  
PROPOSAL TO  
THE CITY OF FORT PIERCE**

**FOR**

**INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

NAME OF BIDDER: Ferreira Construction Co Inc.

MAILING ADDRESS: 13000 SE Flora Avenue, Hobe Sound FL 33455

STREET ADDRESS: 13000 SE Flora Avenue, Hobe Sound FL 33455 (Zip Code)

PHONE NUMBER: (772) 286-5123

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. <u>1</u>	Dated <u>3/4/2025</u>	No. <u>5</u>	Dated <u>3/24/2025</u>
No. <u>2</u>	Dated <u>3/13/2025</u>	No. _____	Dated _____
No. <u>3</u>	Dated <u>3/18/2025</u>	No. _____	Dated _____
No. <u>4</u>	Dated <u>3/19/2025</u>	No. _____	Dated _____

**March 4, 2025**



**CITY FORT PIERCE**

**INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

**BID NO. 2025-019**

**ADDENDUM NO. 1**

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

**QUESTION:** Were asphalt cores taken on the existing roadway? If so, please provide the report with thickness of asphalt and base.

**ANSWER:** No cores were taken of the existing roadway.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:   
Manual

Signature: John Ciabattari, Vice President  
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

**March 13, 2025**



**CITY FORT PIERCE**  
**INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

**BID NO. 2025-019**

**ADDENDUM NO. 2**

The purpose of this addendum is to extend the bid opening date from 3:00 PM, Tuesday, March 18, 2025, to:

**3:30 PM, Tuesday, March 25, 2025.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:   
Manual

Signature: John Clabattari, Vice President  
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

**March 18, 2025**



**CITY FORT PIERCE**

**INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

**BID NO. 2025-019**

**ADDENDUM NO. 3**

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

**Frank Subjinski Questions dated 3/6/25**

1. What is the anticipated date of the Notice to Proceed, based on City Council Meetings and other items necessary for ward and starting the Project?

**City Response: Staff anticipates July 2025 as the issuance of the NTP date.**

2. Please provide the Engineer's Estimate or City Budget.

**City Response: The cost estimate is not provided to bidders.**

3. Are there as-builts available for the existing bridge or walls?

**City Response: No**

4. The bid documents state that the project must be Substantially Complete within 335 days of the NTP. This duration is short and would require an extremely aggressive and costly schedule. Would the City consider allowing an additional 3 months to the durations currently stated?

**City Response: Yes, 90-days will be added to the contract's Substantial Completion and Final Completion dates.**

5. Sheet B-1 of the drawings, note B states the governing specifications are the 2022 FDOT Standard Specifications. General Note 2 on Sheet 3 of the drawings states CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST ISSUE. Please clarify the requirement and YEAR of the FDOT specifications.

**KH Response: FDOT Standard Specification 2023-24 shall be the governing specifications for this project.**

6. Sheet B-1 of the drawings, because the Substructure requires stainless steel reinforcing steel and stainless steel accessories, will the form accessories (snap ties, wires, etc) also be required to be stainless steel?

**KH Response: Yes, per note on B-1, All substructure reinforcing steel accessories shall be stainless steel or plastic.**

7. As it relates to MOT, Sheet B-2 of the drawings, note "O" Traffic Control Plans, references the General Notes of the Roadway Plans. General Note 23 on sheet 3 of the Roadway Plans simply states:

CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT INDEX 120 SERIES, MUTCD AND THESE PLANS. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES VEHICULAR AND PEDESTRIAN ACCESS TO ALL RESIDENCES AND OR BUSINESSES'. Are there any other Traffic Control Plans or Requirements included in the Drawings or Specifications packages for this Project?

**KH Response: The contractor is responsible for developing their own construction phasing plan and associated maintenance of traffic plan needed to support the identified phasing.**

8. There are several notes in the drawings related to vibration levels and not exceeding a level of 0.50 in/sec. The 18" square bridge piles are installed in close proximity to the Manatee Center, an area designated for press-in sheet pile. The bridge piles must achieve 135T capacity and must be driven. If during installation of the concrete piles vibration levels exceed 0.50 in/sec, or reach a level that causes concern to the City or EOR, what actions will be prescribed by the EOR and City, and will the Contractor be compensated for any additional effort?

**KH Response: Per FDOT Specification Section 108, the Contractor is to submit a corrective action plan if vibration levels reach 0.5 inches per foot.**

9. Sheet B-2 of the drawings, note P.2. (Steel Sheet pile Wall Notes) requires the steel sheet piles are installed with the press-in (Geiken) method, and no vibratory installation is allowed. The press-in method requires that the first three (3) pairs of sheets are installed with a vibratory hammer, to provide a platform for the press-in machine to begin. These initial pairs of sheets are typically referred to as "starter sheets". Please confirm this is acceptable, and also please state how this will be accomplished if the vibration recordings exceed what is acceptable (0.50 in/sec).

**KH Response: The Giken can also utilize a reaction stand frame that uses dead weight to press in the "starter sheets".**

10. Sheet B-2 of the drawings, note P.2. (Steel Sheet pile Wall Notes) requires the steel sheet piles are installed with the press-in (Geiken) method, and no vibratory installation is allowed. The press-in method requires that the first three (3) pairs of sheets are installed with a vibratory hammer, to provide a platform for the press-in machine to begin. These initial pairs of sheets are typically referred to as "starter sheets". There are only seven (7) pairs of steel sheet piles required to complete the wall and quantity of sheets in the Bid Response Project Quantity. Does the City want to pay the cost of the Geiken installation for only four (4) pairs of sheets, or is it possible this wall can be installed within the design and vibration requirements by conventional methods?

**KH Response: Sheet pile installation shall utilize non-vibratory methods to install the sheet pile wall.**

11. Sheet B-2 of the drawings, note P.7. (Steel Sheet pile Wall Notes) states the Minimum Tip elevation for the steel sheet piles is Elevation -30.0. There is no 'Sheet pile test program' or 'tonnage/capacity requirement', what would require the steel sheet piles to be installed to a deeper elevation?

**KH Response: The steel sheet pile wall is outside the limits of the bridge and does not have a vertical capacity requirement. The purpose of the steel sheet pile wall is to replace this section of the existing deteriorated concrete seawall.**

12. Sheet B-2 of the drawings, note P.7. (Steel Sheet pile Wall Notes) states the Minimum Tip elevation for the steel sheet piles is Elevation -30.0. Is this the actual tip elevation, and the bidding contractor can base its bid and order the sheets to these length requirements?

**KH Response: The minimum tip elevation for the steel sheet pile walls is accurate and is in needed to achieve lateral "retaining" capacity.**

13. Sheet B-5 of the drawings, note 2. In the left column states 'The Contractor shall consider special construction procedures and/or equipment to install the piles to meet the requirements in section 455-5.15 of the standard specifications...'. This section of the standard specifications does not appear to be related to pile installation. Please clearly state what 'special construction procedures and/or equipment to install the piles' may be required. And also clearly state the reason that 'special construction procedures and/or equipment to install the piles' may be required.

**KH Response: Note 2 relates to backfilling pile holes after the existing piles are extracted with A-3 sand utilizing a tremie method.**

14. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. Please confirm this pay item and is related to the concrete required for End Bents 1 and 2.

**KH Response: Pay Item 400-4-25 corresponds to the sections of end bent caps within the lateral limits of the proposed bridge (i.e. within and between the arched sections).**

15. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. If this pay item is related to the concrete required for End Bents 1 and 2, is mass concrete required for the entire End Bent(s) Caps shown on Sheets B-11 thru B-20, or only portions of the End Bent Caps?

**KH Response: Pay Item 400-4-25 corresponds to the sections of end bent cap within the limits of arched sections only.**

16. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. Please provide the calculations for the Pay Item/Project Quantity of 87.6 CY.

**KH Response: Pay Item 400-4-25 corresponds to the sections of end bent caps within the lateral limits of the proposed bridge (i.e. within and between the arched sections). Pay Item 400-4-5 includes the concrete quantity for non-mass concrete elements (ie; wall panels, sections of cap outside the limits of the proposed bridge, etc...)**

17. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. Will all MASS CONCRETE requirements listed in section 346 of the FDOT Standard Specification be enforced?

**KH Response: Yes, mass concrete shall be cast in accordance with Specification Section 346.**

18. Reference Sheet B-20 of the drawings, section C-C. The detail depicts the new concrete wall panels are installed precisely to the bottom of the rebar cage with approximately 4" of embedment into the cap. Achieving both of these objectives may be nearly impossible. Please consider re-evaluating this detail and these installation requirements.

**KH Response: A minimum embedment for the wall panels into the bent caps is not listed in the plan. The wall panel embedment may vary from 1" to 4".**

19. Reference Bid Response Form Pay Item No. 458-1-11, Bridge Deck Expansion Joint. Are sidewalk cover plates also required as part of this pay item? (reference FDOT Index 458-110).

**KH Response: Yes, sidewalk cover plates are required. Sidewalk cover plates are denoted on sheet B-3.**

20. Reference the Decorative Railing Details on sheet B-37. Are TYPE C Window Types required, or another Type?

**KH Response: Type C Window arches are required.**

21. Reference the details for the Type 1 Wall Panel Spall Repairs shown on sheet WR-5. Note 5. Requires that the exposed portions of rebar are cleaned to near white metal SSPC SP-10. This will likely require sand blasting to a 5% shading. Is this the intent?

**KH Response: Yes, cleaning exposed existing rebar to SSPC SP-10 near white metal is the intent.**

22. Reference the details for the Type 1 Wall Panel Spall Repairs shown on sheet WR-5. Note 5. Requires that the exposed portions of rebar are cleaned to near white metal SSPC SP-10. Based on the detail depicted on Sheet WR-5 it does not appear a significant amount of rebar will be exposed. Is this SSPC SP-10 still required?

**KH Response: Cleaning exposed existing rebar to SSPC SP-10 near white metal is required.**

23. Reference the details for the Type 1 Wall Panel Spall Repairs shown on sheet WR-5. Note 6. References installation of anodes. Are anodes required?

**KH Response: No, anodes are not required by the plans.**

24. Reference the details for the Type 5 Spall Repairs shown on sheet WR-6. Based on the detail depicted on sheet WR-6 it appears the existing rebar will remain in place, and be exposed

front side and at least 1" backside between the rebar and the existing concrete. What are the existing and exposed rebar cleaning or preparatory requirements?

**KH Response: Type 5 spall repair note 1 references TSP-T401 on sheet WR-7. See sheet WR-7 for surface preparation.**

25. Reference the Notes on Sheet WR-7. The Note in the 4<sup>th</sup> paragraph under T401-5 Placing and Finishing states '...Pump material into forms with proper venting...At the Engineer's discretion, gravity fed pours may be allowed in some cases...' The manufacturer's cut sheets and recommendations for Sikacrete 211 and Sikacrete 211 SCC Plus appear to both allow gravity fed installation into a formed repair. Will the Engineer allow all repairs to be performed by the gravity fed method as long as installation according to the SIKA manufacturer's recommendations and Project quality control systems are achieved?

**KH Response: Section T401-2 on sheet WR-7 provides guidance for where form and pour methods are acceptable.**

26. Reference the Notes on Sheet WR-7. The Note in the 2<sup>nd</sup> paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. Based on the details and notes shown on Sheets WR-5 and WR-6 there is not a need for replacing rebar. When would this occur?

**KH Response: Only the Type 1 repairs exclude paragraph three of the TSP on sheet WR-7.**

27. Reference the Notes on Sheet WR-7. The Note in the 2<sup>nd</sup> paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. What are the lap lengths for the sizes of rebar that may be replaced?

**KH Response: The existing reinforcing bar size in the seawall caps is not known. If severe section loss is observed in the existing cap reinforcement then a lap length will be determined in construction depending on the existing rebar size.**

28. Reference the Notes on Sheet WR-7. The Note in the 2<sup>nd</sup> paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. How many repairs should the bidding Contractor anticipate will require the installation of lapped rebar?

**KH Response: The existing reinforcing bar size and severity of section loss is unknown.**

29. Reference the Notes on Sheet WR-7. The Note in the 2<sup>nd</sup> paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. How will the Contractor be compensated for the additional surface preparations and effort to install lapped rebars?

**KH Response: Spall repair is compensated on an installed cubic foot basis.**

**Marty Kenealy Questions dated 3/10/25**

1. Reference is made to Bid Response Form Pay Item No. 108-2 Monitor Existing Structures. The pay item states "Vibration Monitoring" and would indicate that only vibration monitoring is required, and normally an additional pay item (108-1, Monitor Existing Structures - Inspection and Settlement Monitoring) is established for anything more than vibration monitoring. In general, FDOT Specification Section 108 designates pre and post construction structures inspection and documentation/reports (108-2.1.4), settlement surveying and monitoring (108-2.1.5), and vibration monitoring (108-2.2). Please clarify the vibration monitoring and/or settlement surveying and monitoring requirements for this Project, and the applicable locations and structures.

**KH Response: Vibration monitoring is required for the Manatee Center at the northeast quadrant of the bridge. Pre and post construction surveys are also required following Specification Section 108 for the Manatee Center. All costs associated with the pre and post construction surveys will be included in Pay Item 108-2.**

2. Referencing plan sheet B-2, note P.1., which states, "Prior to the removal of any existing concrete sheet pile wall on the north side of Moore's Creek, THE steel sheet pile wall system shall be installed waterward of the existing wall." Is "THE steel sheet pile wall system" referring to (A) the seven permanent sheet piling pairs called out on the plans to be installed using the press-in method, OR was this note written to require the Contractor to (B) install temporary sheet piles, not shown on plans, in front of all existing to-be-removed concrete sheet pile walls on the north side of Moore's Creek, west of the seven permanent pairs?

**KH Response: The steel sheet pile wall system being referenced is the steel sheet pile pairs shown in the plans (A).**

- a. If the response to the previous question is (A), can the Contractor remove all existing concrete sheet pile wall panels on the north side of Moore's Creek, leaving only the final easternmost 20 feet or so of existing panels in place, prior to and during installation of the new steel sheet pile system that would be directly to the east of the remaining 20 feet or so?

**KH Response: If a section of the existing retaining wall system along the north side of Moore's Creek needs to be removed to install the new steel sheet piles, then it is permissible to remove sections of the existing wall system west of the second from eastern most bridge pile (existing pile adjacent to end bent 2 pile 14). Contractor shall not damage to the existing Manatee Center.**

- b. If the response to the initial question is (B), is the City **requiring** OR **recommending** that the Contractor utilize the press-in method for installing and removing all temporary sheet piling to support the existing concrete panel wall removal?

**KH Response: No response needed**

2. Reference plan sheet B – 2, note P. 2., related to installation and removal of steel sheet piles. The plan note states that all temporary and permanent sheets shall be installed using the press in method and vibrations shall be kept below 0.50 in./s in accordance with the FDOT standards. Installation of the permanent sheet piles and that effort will be in accordance with the drawings and can be anticipated and scheduled accordingly. The need for temporary sheet piles is related to contractors' means and methods, and the needs may change during the course of the project, and it will be impossible to schedule the press-in installation on short and frequent notice. Is it permissible to install and remove temporary steel sheet piles by conventional and vibratory methods so long as vibration levels remain below 0.50 in./s?

**KH Response: Sheet pile installation shall utilize non-vibratory methods to install the sheet pile wall.**

3. Could the City provide further guidance on the implementation of the backfilling procedure as specified in Sheet No. B-5, Note 1, which requires A-3 sand to be used with a tremie for backfilling after the extraction of existing piles? Given the practical difficulties encountered with immediate caving in of holes when piles are jetted or vibrated out, rendering it nearly impossible to effectively backfill without a cased hole, how does the City propose contractors manage this requirement? Obviously not by casing the pilings before pulling them, correct?

**KH Response: The intent is to backfill the voids created when the existing piles are removed via backfilling with sand as best as practicable. This note is not intended to require a casing to remove the existing piles.**

4. Referencing Plan Sheet No. 98, which illustrates the temporary support for the force main bypass and the bypass itself crossing over the proposed seawall work: Is it permissible for the Contractor to relocate this crossing further west along the creek, away from the proposed seawall work? This adjustment would facilitate the installation of new seawall piling and panels without conflict. Additionally, this modification may require entry onto the City's property at 101 A E Backus Ave (Parcel 2403-801-0025-000-3), would this be an issue?

**KH Response: While the City would be receptive to entertain alterations to the temporary force main installation, to the west of the currently delineated temporary relocation is a FPUA pump station. Any proposed modification that would impact the FPUA pump station would require City and FPUA approval.**

5. Has there been any communication between the City and Audubon Development regarding the use of any portion of the King Landing Site (N INDIAN RIVER DR and 301 N 2ND ST) for staging the Contractor's materials and equipment? If so, were these discussions positive and indicative of possible cooperation?

**KH Response: The City has not secured a staging site for the contractor. The contractor will be responsible for securing a site to stage material and equipment.**

6. Has the City engaged with Fort Pierce Resorts LLC about allowing the Contractor for this project to use any portion of their Avenue D and N 2ND ST parking lots for staging materials

and equipment, and Contractor employee parking? If so, were these interactions favorable?

**KH Response: The City has not secured a staging site for the contractor. The contractor will be responsible for securing a site to stage material and equipment.**

7. Will the City permit the Contractor to use the Manatee Center Parking Lot for staging materials and equipment?

**City Response: That option will need to be investigated based on staging area needed and current utilization of the parking area.**

8. Throughout the duration of the project, is the Contractor required to maintain open access to the City's marina parking at 5 Avenue A (Parcel: 2410-503-0041-030-7)?

**KH Response: To the contractor will be required to maintain access to all land uses along the corridor. Temporary access impacts are anticipated, but will need to be coordinated with the City and property owner in advance to minimize disruptions.**

9. Could you please confirm if the City will be responsible for employing and compensating the PDA consultant for this project?

**KH Response: The City's inspection firm will be conducting the PDA testing. The cost associated with the PDA testing will not be the responsibility of the Contractor. The Contractor will be responsible for connecting the wiring to the sensors at the tops of the piles once the piles hammer is in place. City's inspection firm will not climb pile hammer leads. All costs associated with connecting the PDA wiring is the responsibility of the Contractor.**

10. Could the City kindly provide CAD files to assist the bidders with their estimating processes?

**KH Response: CADD files will be provided to the City selected contractor.**

11. We have identified a potential discrepancy in the scale on Plan Sheet 97. Could you please review, correct, and reissue this plan? We have not yet examined other plans for similar scaling issues.

**KH Response: The utility detail is identified to be Not to Scale (N.T.S.). The bar scale associated with the north arrow will be removed.**

12. Upon thorough review of the utility plans associated with the area around the new bridge and seawall, specifically referencing Sheets 92, 93, 97, 98, and integrated with Bridge Plans B-3 and B-5, we have identified significant clarity issues. The plans feature a density of lines with similar line-weights and lines-designations, posing substantial challenges in understanding the specifics of the utilities intended to remain, those requiring removal or relocation, and the placement of new installations. Critically, how these utilities are to be phased with the bridge and seawall removal and replacement scopes is not clear. To ensure accurate and efficient bidding, and to facilitate subsequent construction, it is

essential that these plans be revised or further detailed to enhance clarity. We respectfully request a more detailed set of plans that distinctly identifies each utility and includes specific phasing notes.

**KH Response:** To construct the proposed bridge following construction phasing is anticipated to be followed:

1. FM as depicted on Sheet 98.
2. Remove the existing bridge.
3. Construct proposed bridge.
4. Construct proposed utilities over the newly constructed bridge as shown Sheet 97.

13. To ensure all bidders can adequately adjust their proposals based on the answers to their questions, we respectfully request that the bid deadline be extended by at least 7 days following the formal distribution of these responses through an addendum.

**City Response:** Addendum No. 2 extended the bid opening date to March 25, 2025.

**Doug Hall Question dated 3/7/25**

1. I have an RFI for the Indian River Dr Corridor Improvements. Is the Spec OA? GW? CT?

Phoenix Sylvesters Wild Date Palm	16-18' HT	EA	3
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**KH Response:** The date palms are required to be 16-18' overall height.

**Aarian Teal Question dated 3/7/25**

1. Will we be able to close the roadway for the project duration?

**City Response:** Roadway closures will be based on the phased construction plans and approved MOT. Local access will be required to impacted facilities located along the construction corridor.

**Aarian Teal Question dated 3/9/25**

1. What is the Engineer's estimate for this project?

**City Response:** The Engineer's cost estimate is not available to the bidders.

**Andrew McMurray Question dated 3/7/25**

1. Is the removal of the existing base rock included in the 4,229 CY of excavation pay item?

**KH Response:** If the existing base rock is located within the limits of the proposed roadway section (asphalt and base), then yes, this volume of existing base material is included within the excavation quantities. If the existing base material is located outside of the proposed roadway section, then no, this volume of existing base material is not included within the excavation quantities.

**Job Ireland Questions dated 3/11/25**

1. What are the limits of the utilities to be removed? Can they be pressure grouted and abandoned in place?

**KH Response:** Please refer to sheets 91 through 95 for the delineated existing utilities to be removed or pressure grouted. It is permissible to pressure grout and abandon the existing utilities indicated in place.

2. Is there a force main bypass plan to keep the line in service?

**KH Response:** Yes. Please refer to Sheet 98 "Utility Detail No. 2 – Temporary Force Main Service".

3. Is there a dewatering plan? Do you require a sediment tank prior to discharge of water?

**KH Response:** The contractor is responsible for developing their own dewatering plan based upon the means and methods they propose. Should the developed plan require a permit, the contractor would be responsible for applying to South Florida Water Management District to obtain the dewatering permit.

4. The pedestrian bridge at the Manatee Center will need to be removed to complete the work. Does the City have a place to store it during construction?

**KH Response:** The existing pedestrian bridge is identified to be removed and disposed of by the contractor.

5. Is there a plan on dealing with manatees during construction? Is there any in-water work allowed?

**KH Response:** Yes. I have included an excerpt from the SFWMD General Permit that identifies certain conditions relative to manatees.

The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, small tooth sawfish, and Gulf sturgeon:

- (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
- (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

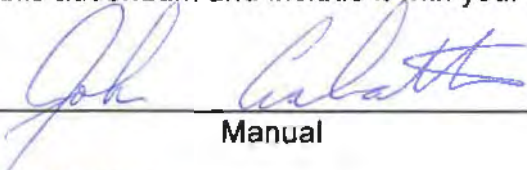
- (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
- (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

6. Will the City be supplying the City of Fort Pierce emblems to be attached to the bridge?

**KH Response:** The contractor will provide the bronze plaques. Please refer to Plaque Notes on Sheet B-29. The City will provide a vector file depicting the plaque to facilitate casting.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:   
Manual

Signature: John Ciabattari, Vice President  
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

**March 19, 2025**



**CITY FORT PIERCE**

**INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

**BID NO. 2025-019**

**ADDENDUM NO. 4**

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

**Andrew McMurray Question dated 3/17/25**

1. Is there any additional information for lighting scope regarding the luminaire type and load centers needed?

**KH Response: The proposed light fixture should consist of King Luminaire model K424 "Traditional" with black ring and struts. The FPUA will be responsible for installing the load center and associated lighting conductors. Contractor to coordinate with FPUA regarding light fixture options.**

**Krystina DeRienzo Questions dated 3/17/25**

1. Will you require signed and sealed set of MOT plans by a Professional Engineer or can a ATSA certified Level 11 certified MOT supervisor submit the plan?

**KH Response: The individual responsible for preparing the maintenance of traffic plan shall provide documentation that they possess a current FDOT Temporary Traffic Control (TTC) Advanced Certification.**

2. The plans are not clear if you are going to require a temporary Critical wall in front of the new wall under the bridge. It appears the new panels go in exactly where the old panels are. If we have to pull the old panels the fill will come out before we can set the new panel and therefore go into the existing channel.

**KH Response: Indian River Drive will be closed off to traffic during bridge construction. A temporary critical wall will not be needed to protect traveling public. The use of a temporary wall and/or excavations behind the existing wall panel to facilitate the replacement of the wall panel are Contractor means and methods.**

3. A 365-day schedule is tight for the amount of bridge work, roadwork & utilities on this project. We are asking that you extend this time from 12 months to 18 months. It does not do any good to add liquidated damages to our bid price. If not please provide the schedule used to come up with one year.

**City Response: The construction timeframe has been extended 3-months to provide 15-months for final construction completion.**

4. The plans do not show any special requirements for the bridge concrete and we are within 12' of salt water. This violates FDOT requirements.

**KH Response:** Class IV concrete is specified for both superstructure and substructure. In addition, stainless steel reinforcement is specified for all substructure elements including wall panels. Stainless or FRP reinforced piles are also specified.

5. Please provide a copy of all permits especially the environmental permits

**KH Response:** Attached are the FDEP and SFWMD permits issued to support the proposed improvements. We are currently coordinating with FDOT regarding improvements within Seaway Drive right of way.

6. Was a demolition report done for environmental hazardous materials for the bridge and the roadway. If so please provide we cannot be held responsible for hazardous materials not shown or identified.

**KH Response:** A demolition report is not available. No known hazardous materials are known to exist for the bridge and roadway. Should hazardous material be identified during construction that requires efforts not identified in the bid documents the City would evaluate the handling of these materials as a change in scope of work.

7. The pervious paver parking design section on sheet 6 differs from the pervious pavement detail on sheet 25. Could you please clarify which type of filter fabric, which type of biaxial geo grid, and which type of paver is required?

**KH Response:** The permeable pavers shall consist of Belgard permeable paver blocks or approved equal. The permeable paver block color shall be Harvest Blend. We have attached a revised Sheet 6 addressing this discrepancy. The filter fabric shall be identified as FDOT Type D-3 filter fabric, which may consist of Mirafi 180N or approved equal. The biaxial geogrid is identified to be Tenax MS 220.

#### Aarian Teal Question dated 3/17/25

1. Is it the cities intend to have the contractor replace the existing asphalt driveway at 206+25.22 with concrete, asphalt, or base ? The same for at 205+36.15, 205+47.29, 204+66.57, 204+56.27 and 204+04.33. Also the plan says to refer to a driveway detail, will one be provided in an addendum?

**KH Response:** The existing driveways are proposed to be replaced with 6" thick fiber reinforced concrete (pay item 522-2). Please refer to sheet 31 for the City driveway detail. In addition, the two (2) driveways on Indian River Drive are specified to meet the FDOT driveway detail as shown in Index 522-003.

#### Krystina DeRienzo Question dated 3/18/25

1. The plans do not show any mass concrete. The pay items show a mass concrete item. Can you please tell me where this mass concrete item is on the plans and provide a mix classification for the mass concrete?

**KH Response: Pay Item 400-4-25 Mass Concrete corresponds to the sections of end bent caps within the lateral limits of the proposed bridge (i.e. within and between the arched sections).**

**Aarian Teal Question dated 3/18/25**

1. Could another aggregate be used in lieu of #8/9 graded stone and #3 graded stone for the pervious pavers?

**City Response: No, please provide unit pricing as identified on the plans and bid form.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_

Manual

Signature: John Ciabattari, Vice President

Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

**March 24, 2025**



**CITY FORT PIERCE**  
**INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

**BID NO. 2025-019**

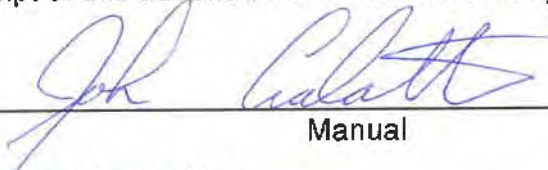
**ADDENDUM NO. 5**

This addendum aims to clarify the required submission forms.

The **Certificate of Owner's Attorney Form** on page 124 does not need to be included with your bid submission. This form is only required for the firm that is awarded the contract after this bidding process.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:   
Manual

Signature: John Ciabattari, Vice President  
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/gc

## BID RESPONSE FORM

The undersigned Bidder agrees that the Work shall be achieved final construction within 365 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents; that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

**Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.**

### LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and
2. The following list includes all subcontractors who will perform Work, and
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and
4. 40% of Work must be done by the General Contractor's entity.

BID RESPONSE FORM

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Pavers Install	Hardscapes, Inc.	5009 Lace Ave, Fort Pierce, FL 34982
Concrete Install	JTC Concrete Plus LLC	8280 Germany Canal Rd. PSL FL 34987
Landscape	Natures Keeper Inc.	302 S. Brocksmith Rd. Fort Pierce, FL 34945
Hauling	JWG Trucking	1782 SW Biltmore St. PSL, FL 34984
Trucking	Siboney	1450 Centrepark Blvd. WPB, FL 33401
MOT	ACME Barricades	9800 Normandy Blvd. Jacksonville, FL 32221
Grooving & Grinding	Hazen Grooving&Grinding, Inc.	PO Box 238, Fort Ogden, FL 34267

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

**ACCOMPANYING THIS PROPOSAL IS**

(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to

BID RESPONSE FORM

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Testing & Vibration Monitoring	CTI Construction Testing & Inspection, Inc.	509 Sawgrass Corporate Pkwy Sunrise FL
Asphalt	LP Asphalt LLC	4060 Selvitz Rd. Fort Pierce, FL 34981
Pavement Markings & Signage	Line Unlimited, Inc	501 N Orlando Ave. Winter Park, FL 32789

**BID RESPONSE FORM**

engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and the license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Ferreira Construction Co Inc. (Type or  
Print)

By: 

Name: John Ciabattari

BID RESPONSE FORM

Title: Vice President

Dated: March 25, 2025

Ferreira Construction Co Inc.

If Corporation  
(Corporate Seal) Attest

By:   
(Signature)

Name: Robert Higginbotham

Title: Vice President

Witnesses:   
JOE J. IRELAND (Signature)

(If partnership  
Or individual) \_\_\_\_\_  
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

State of Florida, No. CGC1509418, Expiration Date: August 31, 2026, General Contractor

State of Florida No. EC13006679, Expiration Date: August 31, 2026, Electrical Contractor

**END OF SECTION**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Ferreira Construction Co., Inc.  
13000 SE Flora Avenue, Hobe Sound, Florida 33455, as Principal, and \_\_\_\_\_  
Berkshire Hathaway Specialty Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102, as Surety,  
 are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal  
 sum of Ten Percent Of The Total Amount Bid  
 \_\_\_\_\_ Dollars (\$10% Of The Total Amt. Bid), lawful money of the United States,  
 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 Bid Bond  
 amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying  
 bid dated March 18, \_\_\_\_\_ 2025, for the \_\_\_\_\_  
Bid No. 2025-019 - Indian River Drive Corridor improvements

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth  
 in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of  
 Award enter into a written contract with the City in accordance with the bid as accepted, and if  
 the Principal shall give the required bonds with good and sufficient sureties for the faithful  
 performance and proper fulfillment of such contract and for the protection of subcontractors,  
 laborers and material men, and if the Principal has provided the required evidence of insurance  
 as set forth in the Contract Documents and complied with the Florida Department of  
 Environmental Protection certifications and requirements, and all other contract provisions, or in  
 the event of withdrawal of said bid within the periods specified, or the failure to enter into said  
 contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within  
 sixty (60) days after request by the City to pay to the City the difference between the amount  
 specified in said bid and the amount for which the City 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 effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it  
 may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and  
 costs, including attorneys' fees and costs in appellate proceedings.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 18th day of March, 2025, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES  
(if individual  
or partnership)

\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL

Ferreira Construction Co., Inc.

By: [Signature]  
(Signature)

Name: John Ciabattari

Title: Vice President

ATTEST (if corporation)

By: [Signature]  
(Signature)

Name: Robert Higginbotham

Title: Vice President  
(Corporate Seal)

SURETY

Berkshire Hathaway Specialty Insurance Company

By: [Signature]  
(Signature)

Name: Marisol Mojica

Title: Attorney-in-Fact

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety Berkshire Hathaway Specialty Insurance Company

Mailing Address 707 Wilshire Boulevard, 48th Floor, Los Angeles, CA 90017

Street Address \_\_\_\_\_

Name and Mailing and Street American Global LLC

Address of Agent or 2121 SW 3rd Avenue, 5th Floor, Miami, Florida 33129

Representative in Florida William Grefe Griffin

(if different than above) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Surety (516) 387-1170

and Agent or Representative (305) 351-9150

in Florida \_\_\_\_\_

**END OF SECTION**

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Florida

COUNTY OF Martin

ON THE 18th DAY OF March, 2025 BEFORE ME PERSONALLY APPEARED John Ciabattari  
TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE  
Vice President OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE  
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE  
SAME.

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



CECILIA R. HEIN  
Commission # HH 378794  
Expires June 29, 2027

Ceciliar Hein

Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

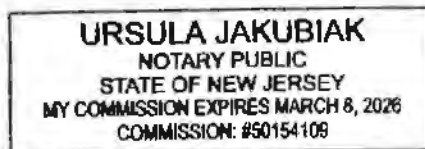
STATE OF New Jersey

COUNTY OF Morris

ON THE 18th DAY OF March, 2025 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN,  
WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF  
Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING  
INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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

Ursula Jakubiak  
Notary Public





Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

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

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]



[Signature of John C. Skinner]
Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this March 18, 2025.



[Signature of Ralph Tortorella]
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSIC Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [bsurety@berkshire.com](mailto:bsurety@berkshire.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 463-9675, via email at [claims@berkshire.com](mailto:claims@berkshire.com), via fax to (617) 507-4299, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

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

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

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

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

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

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

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

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

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

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

General Correspondence

## BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

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

### ADMITTED ASSETS\*

	<u>12/31/2023</u>	<u>12/31/2022</u>	<u>12/31/2021</u>
Total invested assets	\$ 6,702,817,810	\$ 5,680,246,430	\$ 6,504,184,299
Premium & agent balances (net)	690,388,245	582,469,494	552,510,359
All other assets	204,404,036	217,334,073	142,765,038
<b>Total Admitted Assets</b>	<b>\$ 7,597,610,091</b>	<b>\$ 6,480,049,997</b>	<b>\$ 7,199,459,696</b>

### LIABILITIES & SURPLUS\*

	<u>12/31/2023</u>	<u>12/31/2022</u>	<u>12/31/2021</u>
Loss & loss exp. unpaid	\$ 1,825,674,253	\$ 1,485,870,171	\$ 1,142,116,028
Unearned premiums	604,899,743	536,797,883	484,660,143
All other liabilities	1,240,939,865	1,065,221,844	1,163,007,683
<b>Total Liabilities</b>	<b>3,671,513,861</b>	<b>3,097,889,698</b>	<b>2,789,783,854</b>
<b>Total Policyholders' Surplus</b>	<b>3,926,096,230</b>	<b>3,382,160,299</b>	<b>4,409,675,842</b>
<b>Total Liabilities &amp; Surplus</b>	<b>\$ 7,597,610,091</b>	<b>\$ 6,480,049,997</b>	<b>\$ 7,199,459,696</b>

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



## BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. [Ferreira Construction Co Inc.](#)
2. Permanent Main Office address. [31 Tannery Road, Branchburg, New Jersey 08876](#)
3. When organized? [November 14, 1994](#)
4. If a corporation, where incorporated? [Incorporated in the State of New Jersey](#)
5. How many years have you been engaged in construction under this present firm or trade name? [30 years](#)
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) [See attached](#)
7. General character of work performed by you. [Civil, Drainage Structures, Stormwater Management, Utility, Electrical, ITS, Traffic Signalization, Marine, Bridge, Seawall, Pile Driving \(DOT Certificate of Qualification is attached\)](#)
8. Have you ever failed to complete any work awarded to you? If so, where and why? [No](#)
9. Have you ever defaulted on a contract? If so, where and why? [No](#)
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. [See attached.](#)
11. List your major equipment available for this contract. [See attached equipment list.](#)
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) [See attached.](#)
13. Background and experience of the principal members of your company, including the officers. [See attached.](#)
14. Give bank reference. [Bank United - Acct. No. 9856342351  
445 Broadhollow Rd. Suite 200, Melville NY 11747](#)
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. [Yes](#)



16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at Martin County, FL this 25th day of March 2025

Contractor:

Ferreira Construction Co Inc.

By

John Ciabattari, Vice President

(Name & Title)

Country of MARTIN

State of FLORIDA

John Ciabattari, being duly sworn, deposes and says that he is Vice President of Ferreira Construction Co Inc., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 25th day of March, 2025.

Cecilia Hein  
Notary Public

My Commission Expires: June 29, 2027

Cecilia Hein



CECILIA R. HEIN  
Commission # HH 378794  
Expires June 29, 2027

END OF SECTION

## CONTRACTS ON HAND - EXHIBIT "D" No.6

PROJECT	CONTRACT VALUE	COMPLETION DATE
Lotis - Wellington -I	\$ 23,521,342.00	April-25
Shinn Rd over C-24 and 10-mile canal	\$ 1,051,281.00	May-25
(E4U88) Savannah Bike Path / Trail	\$ 10,631,541.00	May-25
Range Line Road @ C-23 Bridge	\$ 866,250.00	June-25
96th St. Artificial Reef Staging Area Bulkhead	\$ 1,012,836.00	June-25
River Park Baffle Boxes	\$ 752,390.00	June-25
Pine Tree Bridge Replacement	\$ 2,505,101.00	July-25
Florida Coast Medical Center	\$ 9,480,418.00	July-25
Port Salerno Peninsula Neighborhood Restoration	\$ 1,640,641.00	October-25
Anchorage Park Boat Ramp replacement	\$ 446,948.00	June-26
(T4714) SR 5 C-17 Bridge	\$ 13,692,603.00	June-26

**RECENTLY COMPLETED IMPORTANT PROJECTS - EXHIBIT "D" No.10**

PROJECT	CONTRACT VALUE	DATE COMPLETED	OWNER	CONTACT	PHONE NO.	E-MAIL
Clear Lake Trail and Shoreline	\$ 2,467,097.00	September-24	City of West Palm Beach	Mr. Daniel Roberge, P.E	(561) 494-4053	Droberge@wpb.org
Pio Marine Village Seawalls	\$ 4,686,590.00	December-24	Straticon	Mr. Connor McNamara	(772) 210-0200	connor.mcnamara@Straticon.com
Jupiter Medical Center Surgical Institute	\$ 4,212,650.00	August-24	The Robins & Merton Group	Mr. Jason Mercer	(904) 687-8646	jmercer@robinsonmorton.com
Port District - (Pioneer) Park & Playground Infrastructure and Improvement	\$ 12,509,321.00	July-24	City of Port St. Lucie	Ms. Robyn Holder, CPPB	(561) 684-4150	rholder@cityofpsl.com

**EXPERIENCE SIMILAR WORK SCOPE - EXHIBIT "D" No.12**

PROJECT	DESCRIPTION	CONTRACT VALUE	DATE COMPLETED
Phipps Park Renovations Phase II	Clearing and grubbing, asphalt millings, concrete sidewalks, storm pipes, drainage structures, exfiltration trenches, retention ponds, sanitary lift stations, water mains, sewer laterals, low pressure sanitary force mains, bank stabilization and dock construction, concrete sidewalks , curb and gutter and landscaping.	\$ 3,503,911.00	November-23
Florida Coast Surgical and Medical Center	Clearing and grubbing, site preparation, removed and reworked underground utilities, storm-water system including all pipe, structures, culverts, frames, grates, inlet protection, erosion control, grading. Constructed sanitary sewer system including all pipe and structures, rework and tie-ins of existing utilities. Cutting, patching, and repairs to existing sidewalks, curb and gutters. asphalt milling and paving.	\$ 4,212,650.00	August-24
Port District - (Pioneer) Park & Playground Infrastructure and Improvement	Construction of a playground and parking lot consisting of an over water stage and seating, sheet pile retaining wall, bulkhead, boardwalk, kayak docks, landscaping, irrigation, paving, concrete sidewalks, curb and gutter, drainage, potable water, sanitary sewer, installation of prefabricated restroom, and site lighting improvements.	\$ 12,509,321.00	July-24
Lotis Wellington I	Clearing and grubbing, finished earthwork, site drainage system excavation of a 150,000 cubic yard lake, water systems, firelines, and a sanitary sewer system with lift stations, and retrofiring of the existing lift station. The project also includes the installation of underground dry utility systems, constructing building pads, paving, concrete curbs and gutters, sidewalks, handicap ramps, pavement marking, striping and signage.	\$ 23,521,342.00	April-25

## Dictinio “Tino” Garcia

SENIOR VICE PRESIDENT

### Career Summary

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

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

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

### Professional Experience

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

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

### Education

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

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

### Key Skills

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

### Licenses/Certifications

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



## JOHN CIABATTARI VICE PRESIDENT

### Professional Summary

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

### Professional Experience

#### **Ferreira Construction Company – Southern Division (2011 – Present)**

*Vice President*

#### **Northgate Construction Company (2004 – 2011)**

*Owner*

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

#### **Pile Foundation Construction (1988 – 2004)**

*Project Manager/Field Superintendent*

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

#### **Joki Fishing Cnrp. (1984 – 1988)**

*Captain*

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

### Professional Licenses

CDL, A license – 100-ton Masters License

### Professional Summary

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

### Professional Experience

#### **Ferreira Construction (2019-Present)**

*Vice President*

#### **Valiant Power South, LLC (2015-2019)**

*Vice President*

#### **The Signal Group, Inc. (1996-2015)**

*Executive Vice President/General Manager*

#### **Achievements:**

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

### Key Projects

#### **Traffic Signalization, Signing and Highway Lighting Systems**

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

### **Intelligent Transportation Systems**

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

### Affiliations

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

### Education/Licenses

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

### Training/Certification

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

## Professional Summary

Mr. Weeks has over 25 years of experience in the Construction Industry. Mr. Weeks has extensive experience supervising residential, commercial and municipality projects which include, concrete installation, concrete restoration, concrete piles, timber piles, timber docks, rip rap, installation of steel sheet pile, vinyl sheet pile, fiberglass sheet pile, concrete seawall caps, storm mitigation (Articulated Concrete Block mats), bridge approach slabs, prefabricated aluminum, and steel pedestrian bridges. Mr. Weeks is experienced in operating a wide variety of heavy equipment including excavators, skid steers, loaders, crew boats, push boats with barges, tractor trailers, dump trucks and roll off trucks. Jim's attention to detail is demonstrated in his ordering materials, setting up subcontractors in addition to scheduling cranes, concrete pours, equipment moves and material deliveries.

As demonstrated through his project history, Jim's detail-oriented planning and coordination shows through his outstanding time management and work completion rate. He also recognizes that a project requires complete attention and maintains focus even as they reach their final stages. This unique work ethic is paralleled by his efficient budgeting and cost management capabilities.

As General Superintendent, he directs, supervises, and coordinates all manpower on a given Ferreira project. He also conducts cost monitoring and manages project subcontractors. More importantly, Jim ensures that all sitework reflects Ferreira's commitment to the highest standards of quality and safety.

## Professional Experience

**Ferreira Construction Co., Inc. (2011-Present):** As General Superintendent Mr. Weeks oversees all phases of daily construction. Supervising the development, compliance, ensuring safety, delegating tasks as well as determining requirements for equipment and resources.

**Palm Beach Marine Construction, Inc. (2009-2011):** Worked as a foreman supervising residential and commercial jobs including steel sheet pile with concrete cap, aluminum sheets pile with aluminum cap, vinyl sheet pile with concrete batter pile and concrete cap, concrete and wood piles, docks, concrete panel seawalls, floating docks, and concrete restoration. Operated equipment such as front-end loader, skid steer, track hoe, tugboat with barges and friction crane. Also ordered materials and set up subcontractors.

**Jim-Beams Inc., (2006-2009):** Owner , performing commercial concrete work and seawall caps.  
**(1995-2005):** Various positions in the concrete forming industry leading up to starting his own business.

## Training/Certifications

# **FERREIRA**

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OSHA 10

Class 'A' Commercial Driver's License

FDEP Certified Storm Water Inspector

FDOT Certified Temporary Traffic Control (Advanced)

CADWELD Certified

Certified Crane Signaler and Rigger

CPR/AED Certified

AGC Fall Protection Training

## Professional Summary

Michael has over 15 years of experience in the Heavy Civil and Marine Construction Industry including the past 8 years as a Ferreira Construction Co., Inc.(Ferreira) project manager. Michael has experience as a project manager on various heavy civil, utility, and marine construction projects. Michael's hand on management allows him to react expeditiously to unforeseen challenges that can impact his projects, from atypical weather, challenging environmental health and safety conditions, labor challenges, and complex project sequencing and scheduling while assuring the project remains within budget and on time. More importantly, Michael makes certain that all project sites reflect Ferreira's commitment to the highest standards of quality and safety.

- Project bid cost estimating, scope of work comprehension and specification-plan review and understanding.
- Labor-equipment-material determination, ordering, and management.
- Subcontractor and vendor assignment, coordination, and management.
- Logic-sequence scheduling.
- Safety guidance, oversight, and management.
- Project preparation including mobilization logistics and planning.
- Labor-material-equipment selection.
- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory-safety compliance.
- Project demobilization and closeout.

## Professional Experience

### **Ferreira Construction Company Inc. (2015-Present).**

As Project Manager Mr. Ciabattari manages all phases of Civil, Marine, Utility and Underground Construction. Michael has exceptional leadership, communication, and interpersonal skills. He is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time and on budget.

### **Harbor Ridge Golf and Country Club (2010-2015)**

As operations manager Mr. Ciabattari over saw all of the day-to-day Golf Club experience ensuring exceptional customer service at the Golf arena and related facilities including overseeing the supervision of the maintenance of golf carts and golf operations personnel.

# **FERREIRA**

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## **Northgate Construction (2006-2010)**

As a Foreman Mr. Ciabattari over saw all aspects of site work construction and coordination of earth and concrete work. Michael was permitting liaison ensuring environmental and structural compliance with local, state, and federal agencies.

## Education

Bachelor of Science in Business Administration

## Training/Certification

OSHA 10-hour Construction Safety  
FDEP Certified Storm Water Inspector  
Certified Confined Space Competent Person  
MOT Training



**Edward Shea**  
*Division Manager*  
*Solar, Signal, and Lighting Division*

Professional Summary

Mr. Shea has over thirty years of experience on various heavy highway and heavy civil construction projects. His extensive experience managing residential, commercial and municipality projects throughout Florida including Brevard, Okeechobee, Indian River, St. Lucie, Martin, Palm Beach, Broward County, and the Florida Department of Transportation. Ed is directly involved with Ferreira's annual maintenance contracts many include roadway and highmast lighting, electrical duct banks, electrical bridge systems, traffic signalization, roadway signage, and intelligent transportation systems installation and repair. Ed specializes in on-site, hands-on management. He works closely with Ferreira's on-site superintendents, foreman and subcontractors. Ed's ability to communicate effectively and his extensive experience assures that each project reflects Ferreira's commitment to safety, remains within budget and is completed on time.

As demonstrated through his project history, Ed's detail-oriented planning and coordination shows through in his outstanding time management and work completion rate. He also recognizes that a project requires complete attention and maintains focus even as they reach their final stages. This unique work ethic is paralleled by his efficient budgeting and cost management capabilities

As Division Manager he directs, supervises, and coordinates all manpower on a given Ferreira project. He also conducts cost monitoring and manages project subcontractors. More importantly, Ed ensures that all site work reflects Ferreira's commitment to the highest standards of quality and safety.

Professional Experience

**Ferreira Construction (2019-Present)**  
*Division Manager*

**Valiant Power South, LLC (2015-2019)**  
*Operations Manager*

**The Signal Group, Inc., (2005-2015)**  
*Construction/Area Branch Manager*

**Achievements:**

- Expanded fleet and personnel to maintain and operate four divisional offices and warehouses
- Expanded training programs for signalization, safety, and operational management

**Mas-Tec North America/Designed Traffic Installations, Inc. (1987-2005)**  
*Project Manager and Area Manager*

## Key Projects

### **Traffic Signalization, Signing and Highway Lighting Systems**

- I-95 (S.R.#9) from Blue Heron Blvd. to PGA Blvd.; FDOT District IV
- Florida Turnpike (S.R.# 9) to Beeline Hwy (S.R.#710); FDOT District VIII
- Cross-Town Parkway Corridor, Segments I, II, III, IV, V; City of Port St. Lucie
- Design Build of Five Intersections; Martin County Board of County Commissioners

### **Intelligent Transportation Systems**

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

## Affiliations

Florida Transportation Builders Association (FTBA)  
Florida Transportation and Builders Association (FTBA)  
FTBA LESS Sub-Committee Member for Structures and Methods

## Certifications/Training

IMSA Traffic Signalization Field Electrician Level II  
IMSA Traffic Signalization Technician Level III  
IMSA Florida Advanced Work Zone Specialist  
ATSSA Advanced Work Zone Traffic Control  
FDOT CTQP Drilled Shaft Inspector  
OSHA 10 Hour Construction Outreach Training  
CPR Training



**Robert McIntosh**  
*PROJECT MANAGER*

### Professional Summary

Mr. McIntosh has over 15 years of experience in the construction industry. Rob has managed various heavy civil, roadway and utility construction projects in both the private and public-sector. In the past 5 years Rob worked predominantly on Florida Department of Transportation; roadway, lighting, and signalization projects, including managing the installation of over 200 light poles on I 95 (T4489) SR 9, Martin County valuing over 6 million dollars.

Rob's management skills allow him to react expeditiously to unforeseen challenges that can impact a project. He is able to mitigate issues quickly and efficiently due to his experience working on complex projects with unique challenges such as, atypical weather, challenging environmental health and safety conditions, labor challenges, and complex project sequencing and scheduling.

Rob's ability to communicate effectively and his extensive experience assures that each project reflects Ferreira's highest standards of quality and safety while maintaining compliance with all applicable FDOT and government standards while remaining within budget and completing on time. Highlighted below are just some of the many skills Rob possesses to ensure the highest standards of quality on each project:

- Project bid cost estimating, scope of work comprehension and specification-plan review and understanding.
- Labor-equipment-material determination, ordering, and management.
- Subcontractor and vendor assignment, coordination, and management.
- Logic-sequence scheduling.
- Safety guidance, oversight, and management.
- Project preparation.
- Labor-material-equipment selection.
- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory and safety compliance.
- Project demobilization and closeout.

### Professional Experience

#### **Ferreira Construction Southern Division Company Inc. (2019 -Present).**

As Project Manager Mr. McIntosh manages all phases of Utility, Street Lighting, Signalization and Civil Construction. Rob has exceptional leadership, communication, and interpersonal skills. He is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time and on budget.

# **FERREIRA**

## **Valiant Power South (2016- 2019)**

As Project Manager, Rob McIntosh oversaw multiple projects at a time. Placing the highest importance on maintaining compliance with applicable FDOT and government standards, quality control, budget, safety, and timeline requirements.

## **Rosso Site Development (2015-2016)**

As Project Manager Mr. McIntosh oversaw heavy civil and site development improvement projects including Gramercy Park, Jonathan Dickson Trail Improvements. Rob developed and implemented key project management procedures ensuring better project safety and quality control.

## **Signal Group Inc (2014- 2015)**

As Contract Manager and Construction Coordination Mr. McIntosh oversaw the contract review process, handling bonds, certificate of insurance and notice of intents for the entire company. In Addition, Rob's skill and prior experience lead him into construction coordination where he projects timelines for materials, schedule and arranged subcontractors and ensured testing and communicated with owners for project updates.

## **M Squared Construction (2006-2014)**

As owner Mr. McIntosh was responsible for all the company's operations including bidding projects, operating equipment, and project management.

## **Education.**

Bachelor of Science Construction Management  
Associate in Independent Studies

## **Training/Certification**

OSHA 30  
MOT Advance Training  
IMSA Traffic L (II)  
NPDES Storm water

## Professional Summary

Mr. Kwincy Dye has worked in the infrastructure construction industry for over 20 years. Kwincy has worked on various heavy highway, heavy civil and utility construction projects in both the private and public-sector which include watermain, Forcemain, gravity sewer, drainage, and directional bore projects. He is experienced in operating a wide variety of heavy equipment including track hoes, bulldozers, graders, and frontend loaders. Kwincy's extensive knowledge of utility blueprint reading enhances his ability to assist in all phases of daily field construction while working closely with Ferreira on-site crew, superintendent, and subcontractors. More importantly, Kwincy makes certain that all sitework reflects Ferreira's commitment to the highest standards of quality and safety.

Through Mr. Dye's extensive experience, he has developed unparalleled skills and understanding of heavy highways, site work, excavation, and utility construction. Kwincy is extremely familiar with the high-water table that exists here in Florida and the necessary of installing utilities in the dry. His knowledge of dewatering installation, removal and treatment/disposal of any effluent makes him a valuable asset to our Ferreira Team.

## Professional Experience:

### **Ferreira Construction Co., Inc. (2020–Present)**

As Project Superintendent Mr. Dye supports in all phases of Civil, Utility and Underground Construction. Kwincy is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time, on budget and safely.

### **JBC Construction (2019-2020)**

As construction Superintendent Mr. Dye coordinated pipe excavation for drainage, water, and sewer. He was also responsible for the site grading including finish grading, stone placement, swales, slopes, and all other contours on the project.

### **KD Excavating (2005 – 2019)**

As owner Mr. Dye was responsible for overseeing all phases of the business, including estimating, managing projects, supervising crews, overseeing subcontractors, ordering supplies and materials, and negotiating contracts as well as operating heavy equipment.

### **Joemax Pipeline Construction (2002-2005)**

Mr. Dye was responsible for supervising a gas pipeline crew of 6-8 and assisted in operating heavy equipment for the installation of pipes.

### **Gilbert Western (2000-2002)**

As a heavy equipment operator Mr. Dye installed fiber optic lines using a backhoe, track hoe and front-end loader.

## Training/Skills

OSHA Safety Training 10



**Jerry Stine**  
*Superintendent*  
*Solar, Signal, and Lighting Division*

### Professional Summary

Mr. Stine is project superintendent on various heavy highway and heavy civil construction projects with over 16 years of experience specializing in traffic signalization, lighting, and road signing. He supervises and coordinates field construction forces and subcontractors through all phases of construction. He works closely with Ferreira on-site foreman and subcontractors. Jerry also communicates potential change orders to the project manager as soon as they become known. He does this to ensure that a given job remains within budget and on time. As the primary on-site construction point-of-contact for Ferreira, Jerry often manages and communicates client concerns, problems, or complaints on assigned projects. This role also requires him to conduct in-house inspections with subcontractors to verify work and challenge quality prior to releasing them from the site.

Through Mr. Stine's extensive experience, he has developed an unparalleled understanding of blueprints, construction methods, and all construction codes as affected by state and local ordinances, making him a key player and asset to the Ferreira team.

### Professional Experience

#### **Ferreira Construction Co., Inc. (2019-Present:)**

Mr. Stine serves as the Solar, Signal & Lighting Superintendent for Ferreira Construction Southern Division Co., Inc. His extensive background has allowed him to gain valuable experience supervising projects which include roadway lighting, high mast lighting, duct bank and electrical bridge systems.

#### **Valiant Power South, LLC (2015-2019)**

*Solar, Signal & Lighting Superintendent*

#### **The Signal Group, Inc. (2002-2015)**

*Area Superintendent*

**Achievements:**

- Supervised construction activities in Martin, St Lucie, Indian River and Brevard County SGI Offices
- Assisted expanding the SGI fleet and personnel to maintain and operate area facility and warehouse
- Expanded in-house training programs for signalization, safety and operational management requirements and supervised four county maintenance contracts

### Key Projects

#### **Solar, Traffic Signalization, Signing and Highway Lighting Systems**

- FCC Coleman Solar Photovoltaic Project, Federal Correctional Complex of Coleman, FL
- Crosstown Parkway Corridor, Segments IV, and V for the City of Port St Lucie
- Becker Rd Interchange for the City of Port St Lucie
- Jensen Beach Causeway
- Ernest Lyons Bridge
- US 1 Improvements throughout Martin County

### **Intelligent Transportation Systems**

- SR 5 (US Highway 1) in Vero Beach for the FDOT
- Master Maintenance for ITS Systems for the City of Port St. Lucie
- I-95 Express Lanes

### **Certifications/Training**

IMSA Work Zone Safety Specialist  
IMSA Traffic Signalization Technician Level III  
Palm Beach County Traffic Signalization Level I  
ATSSA Advanced Work Zone Traffic Control  
Fall Protection/Aerial Lift and Powered Industrial Forklift  
SGI Crane Operation and Safety  
OSHA 10 Hour Construction Outreach



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

### Professional Summary

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

### Professional Experience

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

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

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

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

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

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

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

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

## Training

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



## EQUIPMENT LIST

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



## EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
	ATLAS COPCO 185CFM COMPRESSOR	COMPRESSOR - 185
2016	DOOSAN C185WDZ-T4F AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO XAS 185 AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO 185CFM COMPRESSOR TIER 4 FINAL	COMPRESSOR - 185
2004	INGERSOLL-RAND P185WDJ COMPRESSOR	COMPRESSOR - 185
2005	INGERSOLL-RAND P185 COMPRESSOR	COMPRESSOR - 185
2016	20 CUBIC YARD CONTAINER	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2012	ROLL OFF CONTAINER 30 C.Y. (OPEN)	CONTAINER - 30 OPEN
2015	30 CY ROLL-OFF	CONTAINER - 30 OPEN
2001	POWER CURBER 5700-B-03 CURB MACHINE	CURB MACHINE
2005	POWER CURBER PC150 CONCRETE CURB MACHINE	CURB MACHINE
2019	VERMEER D23X30S3 DIRECTIONAL DRILL w/ DIGITAL FF2SYSAF8 LOCATOR	DIRECTION DRILL DIGITAL LOCATOR
2006	CAT D6N CRAWLER DOZER	DOZER - CAT D6
2013	CATERPILLAR D6N LGP DOZER	DOZER - CAT D6
2011	KOMATSU D65WX-16 CRAWLER DOZER	DOZER - KOM D85
1980	ELLCOTT ( MUDCAT 915 ) DREDGE - 43 FT.	DREDGE
N/A	"DREDGE & MARINE CORP" CUSTOM MADE 42 FT. DREDGE w/ 8" SWING LADDER	DREDGE
1988	ELLCOTT "600 SERIES" HYDRAULIC DREDGE APPROX. 70 FT. ( LEANNE)	DREDGE
2013	ISCO 6-18 INCH BUTT FUSION MACHINE w/PIPE STANDS & IPS INSERTS FOR DREDGE PIPE	DREDGE - FUSION
2013	ELLCOTT 16 INCH DIESEL DRIVEN BOOSTER PUMP FOR DREDGE w/ AUTOMATION UPGRADE	DREDGE - PUMP
	GORMAN RUPP 8" x 8" DIESEL BOOSTER PUMP	DREDGE - PUMP
2016	ELLCOTT STANDARD DRAGON HYDRAULIC 18 INCH BOOSTER PUMP	DREDGE - PUMP
2016	MWI PUMPS - MODEL # HT004 - 4" SUB. TRASH PUMP w/ 800D HYDRAULIC DRIVE UNIT & ACCESSORIES	DREDGE - PUMP
	DREDGE CENTRAL'S USED TRAVELING SPUD w/ 2 NEW 35' x 10' x 5' PONTOONS	DREDGE - SPUD
2018	VERMEER D40X55S3 DIRECTIONAL DRILL w/DIGITRAK FF5 LOCATOR NON REMOTE PACKAGE	DRILL - DIRECTIONAL
2018	VERMEER MX240 MIX SYSTEMS w/ 2 - 1000 GALLON UNITS w/ POWER PAC	DRILL - MIXING SYSTEM
2019	VERMEER MX125 MIX SYSTEM w/ 500 GALLON TANK	DRILL - MIXING SYSTEM
1998	LODRIL MODEL LLMHT-40 (MOUNTED ON 100)	EQUIPMENT ATTACHMENT
2002	30FT JIB ARM w/ WINCH & CABLE	EQUIPMENT ATTACHMENT



## EQUIPMENT LIST

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



## EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED
2004	NEW HOLLAND TRACTOR	EXCAVATOR - WHEELED
2009	mitsubishi FD50K FORKLIFT	FORKLIFT
1998	YALE 5,000 # CUSHION TIERED FORKLIFT	FORKLIFT
2015	TRACSTAR AT5000110 SERIES 3 FUSION MACHINE	FUSION MACHINE
2016	KAWASAKI MULE PRO KAF1000CGF ATV	GATOR
2001	WHISPER WATT GENERATOR (FOR PUMP SERVICES)	GENERATOR
2012	TRAMAC SC28 HYDRAULIC BREAKER (PC55)	HAMMER - HYDRAULIC
	I.C.E. HYDRAULIC POWER UNIT	HAMMER - PILE
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
1995	MAGNUM LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2009	SUZUKI BOXED MOTOR - Mounted on V612	MOTOR - BOAT
2009	SUZUKI 225 30" SHAFT LENGTH - Mounted on V691	MOTOR - BOAT
2009	SUZUKI 150 25" SHAFT LENGTH - Mounted on V633	MOTOR - BOAT
2012	BLAW-KNOX PF150B ASPHALT PAVER	PAVER
2015	ROADTEC RP-170 ASPHALT PAVER	PAVER
	THOMPSON 8" HYDRAULIC PUMP	PUMP
	THOMPSON 4" WELLPOINT JETTING PUMP	PUMP
	NORTHSTAR 3" CENTRIFUGAL PUMP	PUMP
2013	SCHWING SP750-15D TAG-ALONG CONCRETE PUMP	PUMP
	RAKE- LOADER RAKE 98"	RAKE LOADER
1986	DYNAPAC CS12 - 3 WHEEL ROLLER	ROLLER



## EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1998	INGERSOLL-RAND DD-24 D/D ROLLER	ROLLER
2002	HYPAC C530AH - 9 WHEEL ROLLER	ROLLER
2017	WACKER RD7A WALK BEHIND ASPHALT ROLLER	ROLLER - ASPHALT
2004	BOMAG VIBRATORY SINGLE DRUM ROLLER	ROLLER - DIRT
2000	INGERSOLL-RAND SD100DB VIBRATORY ROLLER	ROLLER - VIBRATORY
2002	BOMAG BW124D VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2005	BOMAG BW190AD4 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-90 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-70 VIBRATORY ROLLER	ROLLER - VIBRATORY
2004	STONE WP3100R VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	DYNAPAC CC142 VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	INGERSOLL-RAND DD-24 VIBRATORY ROLLER	ROLLER - VIBRATORY
	ALLEN 255BD.25 ROLLER SCREED	SCREED
2004	DAWSON HYDRUALIC PILE DRIVER	SHEET PILE HAMMER
2013	JOHN DEERE 323D SKID STEER - TRACK LOADER	SKIDSTEER
2016	JOHN DEERE 329E SKID STEER LOADER - TRACKS	SKIDSTEER
2011	TEREX PT30 TRACK SKID STEER LOADER	SKIDSTEER
2004	BOBCAT T300 TRACK SKIDSTEER LOADER	SKIDSTEER
2018	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2019	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2005	BOMAG MPH122 SOIL STABILIZER/RECYCLER	SOIL STABILIZER
2015	CATERPILLAR TL1255D MATERIAL HANDLER	TELEHANDLER
1999	MACK TRACTOR	TRACTOR
2005	PETERBILT TRACTOR	TRACTOR
2018	PETERBILT 389 TRI-AXLE TRACTOR	TRACTOR
1994	MACK RD685S TRACTOR	TRACTOR
2017	FREIGHTLINER 122SD TRACTOR	TRACTOR
2016	ROGERS CN55PL110 - 55 TON LOBOY TRAILER	TRAILER - 55 TON LOBOY
2019	CUSTOM 12T - 19' FLAT DECK TRAILER w/ 4' BEAVERTAIL	TRAILER - BEAVERTAIL



## EQUIPMENT LIST

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



## EQUIPMENT LIST

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



## EQUIPMENT LIST

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



## EQUIPMENT LIST

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



## EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2000	FREIGHTLINER FLD11264SD DUMP TRUCK	TRUCK - DUMP
2016	DODGE RAM 5500HD CREW CAB FLATBED TRUCK	TRUCK - FLATBED
2014	ISUZU NPR FLATBED TRUCK	TRUCK - FLATBED
2016	FORD F-150 SUPERCREW 4X4 PLATINUM	TRUCK - FORD F 150
2014	FORD F-150 CREW CAB P/U	TRUCK - FORD F 150
2017	FORD F-150 XLT CREW CAB P/U 4x4	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2007	FORD F-160 P/U	TRUCK - FORD F 150
2008	FORD F-150 XL EXT. CAB UTILITY TRUCK	TRUCK - FORD F 150
2010	FORD F-150 XL SUPER CAB P/U	TRUCK - FORD F 150
2017	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2015	FORD F-250 LARIAT - CREW CAB - SHORT BED P/U	TRUCK - FORD F 250
2015	FORD F-250 REG. CAB - LONG BED P/U	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB 4x4 PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 PLATINUM - CREW CAB - SHORT BED	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB 4x4 "LARIAT" P/U	TRUCK - FORD F 250



**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF MARTIN

John Ciabattari, being first duly sworn

deposes and says:

That he/she is Vice President  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Ferreira Construction Co Inc.

Firm Name

By: John Ciabattari

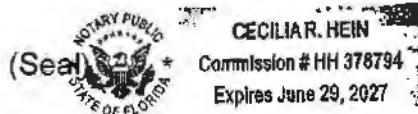
Title: John Ciabattari, Vice President

Subscribed and sworn to before me this 25th

day of March, 2025.

Cecilia Hein  
Notary Public

My Commission expires:



June 29, 2027

**END OF SECTION**



## PUBLIC ENTITY CRIMES AFFIDAVIT

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

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid No. 2025-019 for Indian River Drive Corridor Improvements
2. This sworn statement is submitted by Ferreira Construction Co Inc.  
(name of entity submitting sworn statement)  
whose business address is 13000 SE Flora Avenue, Hobe Sound, FL 33455  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
22-3334957 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is John Ciabattari my relationship to the entity  
(please print name of individual signing)  
named above is Vice President.
4. 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 with 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 of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or



2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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.
7. 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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.  
**(Please indicate which statement applies.)**

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.  
**(Please attach a copy of the final order.)**

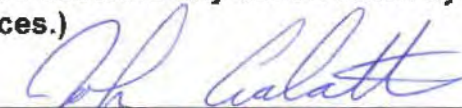
\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that



it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list.  
(Please describe any action taken by or pending with the Department of General Services.)

Signature: \_\_\_\_\_

  
John Ciabattari, Vice President

Date: March 25, 2025

STATE OF: FLORIDA

COUNTY OF: MARTIN

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority,


John Ciabattari, V.P. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 25th day of March, 2025.

NOTARY PUBLIC



CECILIA R. HEIN

Commission # HH 378794  
Expires June 29, 2027



My commission expires: June 29, 2027

**END OF SECTION**



**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

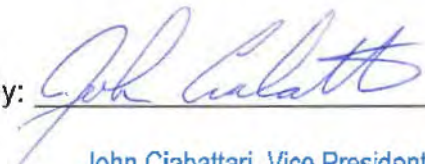
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DATE: March 25th, 2025

Official Address  
(including Zip Code);

13000 SE Flora Avenue

Hobe Sound, FL 33455

By:   
John Ciabattari, Vice President  
Title

**END OF SECTION**



### TRENCH SAFETY ACT COMPLIANCE STATEMENT BID NO. 2025-019

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Sixteen thousand Dollars  
(Written)  
\$ 16,000.00  
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Ferreira Construction Co Inc.  
(Company Contractor)

By: *John Ciabattari*  
(Vice President's Signature)

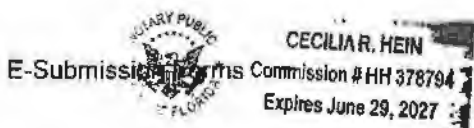
John Ciabattari, Vice President  
(President's Typed or Printed Name)

### NOTARIZATION

Sworn to and subscribed before me in Martin County, Florida on the 25<sup>th</sup> day of March 2025.

Notary Public: *Cecilia R. Hein* (affix seal) My Commission Expires: June 29, 2027

### END OF SECTION





**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
Ferreira Construction Co 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 employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

John Ciabattari  
 John Ciabattari, V.P Proposer's Signature

March 25, 2025  
 Date

**END OF SECTION**





**CONTRACTOR VERIFICATION FORM**

FORT PIERCE, FLORIDA  
SEALED BID NO. 2025-019

PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

**THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:**

Name of firm: Ferreira Construction Co Inc.

Corporate Title: Vice President

Address: 13000 SE Flora Avenue,

Hobe Sound, FL 33455  
(Zip Code)

By: John Ciabattari Ciabattari  
(Print name) (Print title)

  
John Ciabattari, Vice President(Authorized Signature)

Telephone: (772) 286-5123

Fax: (772) 286-5139

State License # General Contractor: CGC1509418 Electrical Contractor: EC13006679 (ATTACH COPY)

County License # Martin County # 20065130002 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: General Contractor and Electrical Contractor (24-00031940)

Unlimited Yes (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

**END OF SECTION**



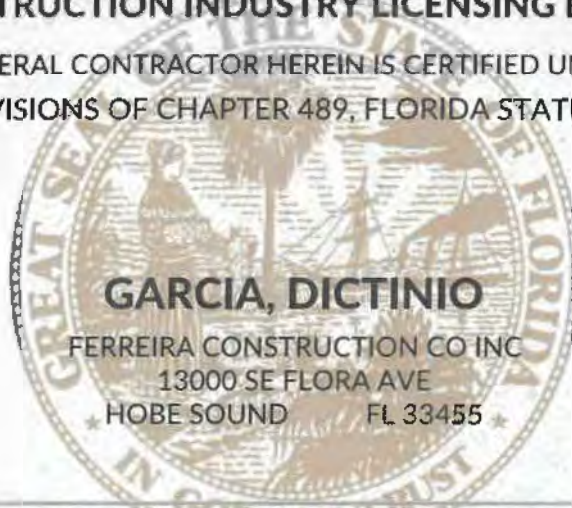
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**  
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**GARCIA, DICTINIO**

FERREIRA CONSTRUCTION CO INC  
13000 SE FLORA AVE  
HOBE SOUND FL 33455

**LICENSE NUMBER: CGC1509418**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 11/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

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

**HIGGINBOTHAM, ROBERT A**

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

**LICENSE NUMBER: EC13006679**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



# MARTIN COUNTY BUSINESS TAX RECEIPT

## 2024 / 2025



EXPIRES: September 30, 2025

Account #: 20065130002

**Honorable Ruth Pietruszewski**  
**Martin County Tax Collector**

Location: 13000 SE FLORA AVE  
Business Phone: (772)286-5123  
NAICS Code: 233211  
State License:  
Business Description: BUILDING CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Business Name: FERREIRA CONSTRUCTION CO INC  
Business DBA: FERREIRA CONSTRUCTION SOUTHERN DIV  
Owner Name: GARCIA, DICTINIO  
FERREIRA CONSTRUCTION CO INC  
13000 SE FLORA AVE  
HOBE SOUND, FL 33455

Paid Date: 08/26/2024  
Receipt Number:  
INT-23-00275509

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

## Ruth Pietruszewski • Martin County Tax Collector

Website:  
[MartinTaxCollector.com](http://MartinTaxCollector.com)

3485 SE Willoughby  
Blvd, Stuart, FL 34994

Phone:  
(772)288-5600

**To renew your Business Tax Receipt, visit our payment menu  
at [martintaxcollector.com](http://martintaxcollector.com).**

Contact our office by email at [btdept@martintax.us](mailto:btdept@martintax.us) if any of the following changes occur with your business:

- Business Name
- Mailing Address
- Ownership
- Closing your Business
- Physical Location

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A \$250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website <https://martintaxcollector.com/local-business-tax/> for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at [btdept@martintax.us](mailto:btdept@martintax.us) or (772)288-5600.

# MARTIN COUNTY BUSINESS TAX RECEIPT

## 2024 / 2025



EXPIRES: September 30, 2025

Account #: 20230941

**Honorable Ruth Pietruszewski**  
**Martin County Tax Collector**

Location: 13000 SE FLORA AVENUE  
Business Phone: (772) 288-5123  
NAICS Code: 283201  
State License: HIGGINBOTHAM, ROBERT AEC13008679  
Business Description: ELECTRICAL CONTRACTOR (ELECTRICAL CONTRACTOR)

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Business Name: FERREIRA CONSTRUCTION COMPANY INC  
Business DBA:  
Owner Name: FERREIRA CONSTRUCTION COMPANY INC  
FERREIRA CONSTRUCTION COMPANY INC  
13000 SE FLORA AVENUE  
HOBE SOUND, FL 34986

Paid Date: 08/26/2024  
Receipt Number:  
INT-23-00275509

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

## Ruth Pietruszewski · Martin County Tax Collector

Website:  
MartinTaxCollector.com

3485 SE Willoughby  
Bld. Stuart, FL 34994

Phone:  
(772)288-5600

**To renew your Business Tax Receipt, visit our payment menu at [martintaxcollector.com](http://martintaxcollector.com).**

Contact our office by email at [btdept@martintax.us](mailto:btdept@martintax.us) if any of the following changes occur with your business:

- Business Name
- Mailing Address
- Ownership
- Closing your Business
- Physical Location

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A \$250 penalty will be applied 150 days from the initial notice, plus collection costs.

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**LIST OF REFERENCES**  
FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

**PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**  
**BID NO. 2025-019**

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	Clear Lake Trail & Shoreline	Mr. Daniel Roberge, P.E	(561) 494-4053
Straticon LLC 1515 S. Federal Hwy #401 Boca Raton, FL 33432	Rio Marine Village Seawalls	Mr. Connor McNamara, P.M.	(772) 210-0200
The Robins & Morton Group 6205 Blue Lagoon Drive Miami, FL 33125	Jupiter Medical Center	Mr. Jason Mercer, P.M.	(904) 687-8646
City of Port St. Lucie 121 SW Port St. Lucie Blvd. Suite 390 Port St. Lucie FL 34984	Port District - Pioneer Park	Ms. Jennifer Davis, P.M.	(772) 344-4342
Martin County 2401 S.E. Monterey Road Stuart, FL 34995 34996	S. Jensen Heights-NE Elaine	Mr. Keith Baker, P.E.	(772) 288-5777

**END OF SECTION**



**E-VERIFY**  
FORT PIERCE, FLORIDA

**PROJECT: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

**Bid No.: 2025-019**

**Project Description:**

The reconstruction of 2,151 LF of Indian River Drive roadway situated between Seaway Drive (SR A1A) and Avenue A. Construction includes a new bridge at Moore's Creek, storm drainage improvements, water and sewer improvements, sidewalks, curb and gutter, driveway aprons, complete roadway rebuild, on-street parking, landscaping, irrigation, decorative lighting, brick paver crosswalks, pedestrian area, and ADA upgrades.

In addition to the aforementioned Indian River Drive construction, the project also includes reconstruction of 631 LF along AE Backus Avenue between N. 2<sup>nd</sup> Street and Indian River Drive. This construction includes new roadway, curb and gutter, sidewalks, driveway aprons, ADA upgrades, drainage improvements,

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm:

Ferreira Construction Co Inc.

Authorized Signature:

*John Ciabattari*

John Ciabattari Title: Vice President

Date:

March 25, 2025

**END OF SECTION**

# *State of Florida*

## *Department of State*

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

The document number of this corporation is F04000001981.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 7, 2025, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventh day of February, 2025*



A handwritten signature in black ink, appearing to be "W. J. Scott", written over a horizontal line.

*Secretary of State*

Tracking Number: 4458905547CC

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

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



## DESCRIPTIONS (Continued from Page 1)

Pollution = \$10,000,000 Each Claim & Aggregate  
Policy Aggregate Limit = \$10,000,000

RE: Contractor License St. Lucie County is an Additional Insured on the above-referenced Commercial General Liability and Automobile Liability Policies if required by written contract. Excess Liability Policy follows form.

**Public License Information**

**License Number:**

23-00031940

**Location ID:**

999999997

**Business Control:**

0049068

**Business Information**

**Business Name:**

FERREIRA CONSTRUCTION SOUTHER DIVISION CO., INC.

**Business Address:**

LICENSE ADDRESS FT PIERCE FL 34950

**Mailing Address:**

13000 SE FLORA AVENUE HOBE SOUND FL 33455

**Owner Name:**

**Date Opened:**

05/21/2020

**Business Phone:**

(772) 286-5123

**Contractor Flag:**

Y

**Type of Ownership:**

CP

**Status:**

Active

**Business Officers**

No officers are listed for this business.

**License Information**

**Classification:**

ELEC - ELECTRICAL CONT. (CERTIFIED)

**License Status, Date:**

RENEWED, 09/11/2023

**Application Issue Date:**

09/02/2022, 09/07/2022

Public License Information

**License Number:**

23-00033425

**Location ID:**

999999997

**Business Control:**

0049068

Business Information

**Business Name:**

FERREIRA CONSTRUCTION SOUTHER DIVISION CO., INC.

**Business Address:**

LICENSE ADDRESS FT PIERCE FL 34950

**Mailing Address:**

13000 SE FLORA AVENUE HOBE SOUND FL 33455

**Owner Name:**

**Date Opened:**

05/21/2020

**Business Phone:**

(772) 286-5123

**Contractor Flag:**

Y

**Type of Ownership:**

CP

**Status:**

Active

Business Officers

No officers are listed for this business.

License Information

**Classification:**

GNCG - GENERAL CONTRACTOR (CERTIFIED)

**License Status, Date:**

RENEWED, 09/15/2023

**Application Issue Date:**

07/21/2022, 07/22/2022



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 23, 2024

FERREIRA CONSTRUCTION CO., INC.  
31 TANNERY ROAD  
BRANCBURG, NEW JERSEY 08876

### RE: CERTIFICATE OF QUALIFICATION

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

#### FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, DRAINAGE, ELECTRICAL WORK, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES, INTELLIGENT TRANSPORTATION SYSTEMS, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, Concrete rehab(spall repairs), Curb & Gutter, Dredging, Driving steel sheet pile, Epoxy injection, Fender System, Joint & crack sealing, File driving, Pile jackets, Pipeline & cable installation, Retaining wall, Rip rap, Seawall.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

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

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

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

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTHI

*Improve Safety, Enhance Mobility, Inspire Innovation*

[www.fdot.gov](http://www.fdot.gov)



# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

September 5, 2024

Therese Cucco  
Ferreira Construction Company, Inc.  
13000 SE Flora Avenue  
Hobe Sound, FL 33455

Dear Therese,

Effective September 5, 2024, Ferreira Construction Company, Inc., is prequalified to bid on the Florida Department of Environmental Protection, Bureau of Design and Construction's projects that require state licenses. This prequalification expires on August 31, 2026.

If you have any questions regarding this prequalification please feel free to contact Laurinda Micheels by phone at (850) 245-2781 or via email at [Laurinda.Micheels@FloridaDEP.gov](mailto:Laurinda.Micheels@FloridaDEP.gov).

Sincerely,

Ralph M  
Perkins

Digitally signed by Ralph  
M Perkins  
Date: 2024.09.05  
13:06:01 -04'00'

Ralph Perkins, FCCM  
Program Administrator  
Bureau of Design and Construction



# **FERREIRA**

## CORPORATE RESOLUTION

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

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

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

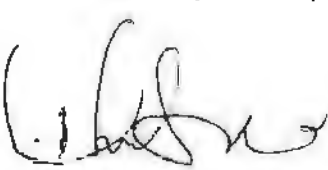
President: Nelson Ferreira  
Senior Vice President/ CFO: Jerry Killian  
Senior Vice President: Dictinko Garcia  
Senior Vice President: Nancy Vilet  
Senior Vice President: Brian Delpome  
Vice President of Stuart, Florida Operations: John Clabattari  
Vice President of Medley, Florida Operations: Danny Garcia  
Vice President of Ferreira Coastal Operations: Brandon Pensick  
Vice President of Electrical, Southern Division: Robert Higginbotham  
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci  
Secretary/Treasurer: Luis Pacheco

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

IN WITNESS WHEREOF, I have set my hand on this 13<sup>th</sup> day of June 2023



Nelson Ferreira, President/CEO Ferreira Construction Co., Inc.



THERESE CUCCO  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2408067  
My Commission Expires 6/2/2028