



## CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL  
Held the 1st and 3rd Tuesday of Every Month  
Tuesday, May 02, 2023 \* 6:30 PM

### AGENDA

#### City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor – Jim Partin, District 7

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck | District 4 Commissioner – Randy Holihan | District 5 Commissioner – Beth Lowell | District 6 Commissioner – Stan Smith

**Welcome** - Welcome to the City of Belle Isle City Council meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or website at [www.belleislefl.gov](http://www.belleislefl.gov). If you are not on the agenda, please complete the yellow "Request to Speak" form to be handed to the City Clerk. The Council is pleased to hear relevant comments and has set a three-minute limit. Rosenberg's Rules of Order guide the conduct of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Please silence all technology during the session. Thank you for participating in your City Government.

**1. Call to Order and Confirmation of Quorum**

**2. Invocation and Pledge to Flag** - Comm Carugno, District 2

**3. Consent Items** - These items are considered routine and previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately.

a. Approval of the City Council Meeting minutes - April 18, 2023

**4. Citizen's Comments** - **Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form.** When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body, not individual council members, staff, or audience. **Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes.** Questions will be referred to staff and answered within a reasonable period following the meeting date.

**5. Unfinished Business**

a. Ordinance 23-02 Second Reading and Adoption - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA REZONING THOSE CERTAIN PROPERTIES OWNED BY THE CITY OF BELLE ISLE LOCATED AT 5903 RANDOLPH AVENUE, 906 WALTHAM AVENUE, 6300 HANSEL AVENUE, "SUB OF HARNEY HOMESTEAD C/53 LOT 9 (LESS W 224.28 FT OF LOT 9 & LESS E 228.47 FT OF SAID LOT 9 & LESS R/W ON N & S)", AND 6049 RANDOLPH AVENUE, ALSO KNOWN AS ORANGE COUNTY TAX PARCELS # 24-23-29-3400-00-073, 24-23-29-3400-00-092, 24-23-29-3400-00-094, 24-23-29-3400-00-095, AND 24-23-29-3400-00-114, FROM C-1, C-2, R-1A, AND R-2 ZONING DISTRICTS TO PLANNED DEVELOPMENT DISTRICT (PD); REZONING THAT CERTAIN PROPERTY OWNED BY CORNERSTONE CHARTER ACADEMY, INC. LOCATED AT 5929 HANSEL AVENUE, ALSO KNOWN AS ORANGE COUNTY TAX PARCEL #24-23-29-8820-00-050, FROM C-1 ZONING DISTRICT TO PLANNED DEVELOPMENT DISTRICT (PD); REZONING THAT CERTAIN PROPERTY OWNED BY PINE CASTLE METHODIST CHURCH, INC. LOCATED AT 942 FAIRLANE AVENUE, ALSO KNOWN AS ORANGE COUNTY TAX PARCEL #24-23-29-3400-00-093, FROM C-1 ZONING DISTRICT TO PLANNED DEVELOPMENT DISTRICT (PD); PROVIDING FOR CERTAIN PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES AND DEVELOPMENT STANDARDS AND REQUIREMENTS WITHIN THE PLANNED DEVELOPMENT; DESCRIBING THE PLANNED DEVELOPMENT INCLUDING ALL THE AFORESAID PROPERTIES AS THE CORNERSTONE CHARTER ACADEMY PD; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**6. New Business**

a. Appointment of Vice Mayor – Sec. 4.03. Vice-mayor: Election.

b. Approval of RFP 23-03 Bid for Sidewalk Repair and Replacement

**7. Attorney's Report**

**8. City Manager's Report**

a. Chief's Report

b. Public Work's Director Report

c. Planner Report

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"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 2

- 9. Mayor's Report
- 10. Items from Council
- 11. Adjournment

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# CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, April 18, 2023, \* 6:30 pm  
**MINUTES**

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

na

**1. Call to Order and Confirmation of Quorum**

Mayor Fouraker called the meeting to order at 6:30 pm, and the City Clerk confirmed the quorum. Also present were Interim City Manager Grimm, Attorney Chumley, Acting Chief Millis, Public Works Director Phil Price, and City Clerk Yolanda Quiceno.

**2. Invocation and Pledge to Flag**

Comm Gold gave the invocation and led the pledge to the flag.

**3. Consent Items**

a. Approval of City Council Meeting Minutes - April 4, 2023

Comm Carugno said he did not see the Attorney's response on what is required to place an item on the agenda. Comm Carugno referred to item d on the agenda, noting that no vote was taken to put it on the agenda. Mayor Fouraker said he spoke with the Interim City Manager and agreed to have it on the agenda for discussion.

**Comm Holihan moved to approve the consent item.**

**Comm Carugno seconded the motion, which passed unanimously 6:0. Comm Partin was not in attendance.**

**3. Citizen's**

Mayor Fouraker called for citizen comments. He added that they pertain to item 6a and will hold comments until the opening of 6a – Public Hearing.

Comm Carugno requested that item 6a be moved to the front of the agenda. Mayor Fouraker said he would like to stay with the agenda as posted.

**5. Unfinished Business**

a. Discuss the Wallace Park Use Agreement (Comm Carugno)

Comm Carugno said that based on the current process of finding a new location for new City facilities, he would like the Council to consider canceling the lease agreement with CCA to build the Belle Isle Police Department. He requested an update on the Daetwyler/Judge, McCoy locations, and the City of Orlando property.

Mayor Fouraker said he is communicating and in the discovery stage with Karl Shephard, City of Orlando Lobbyist, regarding potential property in the City of Orlando. If it is determined that there is enough upland property, the City can start the appraisal process. Discussion ensued on the permitting process. Interim City

Manager Grimm said he communicated with Mr. Lloyd and continues to locate viable locations. CM Grimm said he would like to see the new facilities far from anything controversial and believes the staff can find other options.

**Comm Carugno motioned to hold the build-out for Wallace Field until the City can find a suitable location for the new Police Department.  
Comm Smith seconded the motion.**

Comm Smith asked if the current CCA Plans include the Wallace Field and if they have met all the agreed-upon conditions. Mayor Fouraker said yes and has exceeded expectations. Mayor Fouraker said he understands Comm Carugno's prerogative; however, the City has made a contractual agreement with CCA, which has refinanced the Bonds and removed the debt from the City's budget. It was the Council's will, favorably, to share the field with the school and its residents. CCA has also agreed to pay for the build-out of a parking lot on Wallace Field.

Comm Carugno shared that he has heard complaints from many residents and others regarding the expansion, additional students, light noise, and traffic in the area. He added that he supports and would like to see a new EOC building in an adequate facility. Comm Carugno strongly spoke on placing a hold until a new location has been confirmed.

Comm Partin said the discussions for Wallace Field have been ongoing since 2017. He spoke on the history of discussions and said the City needs to honor its agreement with CCA

**After further discussion, the motion failed 1:6.**

**As a formality, Comm Partin moved the Wallace Field project and the CCA Use Agreement to full effect. Comm Gold seconded the motion, which passed 6:1 with Comm Carugno, nay.**

**6. New Business**

a. Ordinance 23-02 First Reading and Consideration - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA REZONING THOSE CERTAIN PROPERTIES OWNED BY THE CITY OF BELLE ISLE LOCATED AT 5903 RANDOLPH AVENUE, 906 WALTHAM AVENUE, 6300 HANSEL AVENUE, "SUB OF HARNEY HOMESTEAD C/53 LOT 9 (LESS W 224.28 FT OF LOT 9 & LESS E 228.47 FT OF SAID LOT 9 & LESS R/W ON N & S)", AND 6049 RANDOLPH AVENUE, ALSO KNOWN AS ORANGE COUNTY TAX PARCELS # 24-23-29-3400-00-073, 24-23-29-3400-00-092, 24-23-29-3400-00-094, 24-23-29-3400-00-095, AND 24-23-29-3400-00-114, FROM C-1, C-2, R-1A, AND R-2 ZONING DISTRICTS TO PLANNED DEVELOPMENT DISTRICT (PD); REZONING THAT CERTAIN PROPERTY OWNED BY CORNERSTONE CHARTER ACADEMY, INC. LOCATED AT 5929 HANSEL AVENUE, ALSO KNOWN AS ORANGE COUNTY TAX PARCEL #24-23-29-8820-00-050, FROM C-1 ZONING DISTRICT TO PLANNED DEVELOPMENT DISTRICT (PD); REZONING THAT CERTAIN PROPERTY OWNED BY PINE CASTLE METHODIST CHURCH, INC. LOCATED AT 942 FAIRLANE AVENUE, ALSO KNOWN AS ORANGE COUNTY TAX PARCEL #24-23-29-3400-00-093, FROM C-1 ZONING DISTRICT TO PLANNED DEVELOPMENT DISTRICT (PD); PROVIDING FOR CERTAIN PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES AND DEVELOPMENT STANDARDS AND REQUIREMENTS WITHIN THE PLANNED DEVELOPMENT; DESCRIBING THE PLANNED DEVELOPMENT INCLUDING ALL THE AFORESAID PROPERTIES AS THE CORNERSTONE CHARTER ACADEMY PD; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Interim City Manager Grimm read Ordinance 23-02 by Title.

Mayor Fouraker opened public comment.

The following individuals spoke in favor of the expansion.

1. Charlyne Cross residing at 5260 Chiswick Circle, Belle Isle, FL.
2. Amy Trendafilov residing at 2727 Nela Avenue, Belle Isle, FL.
3. Michelle Casey residing at 5121 Oak Island Road, Belle Isle, FL.
4. Paula Downey residing at 1400 Nela Avenue, Belle Isle, FL.



5. Andrew Downey residing at 1400 Nela Avenue, Belle Isle, FL.
6. Douglas DeYoung residing at 4922 Jinou Avenue, Belle Isle, FL.
7. Marie Bonanno residing at 5266 Chiswick Circle, Belle Isle, FL.
8. Blaine CCA student.

The following individuals spoke in opposition to the expansion.

1. Tammie Franklin residing at 1038 Waltham Avenue, Belle Isle, FL.
2. Hilary Maull residing at 1130 Waltham Avenue, Belle Isle, FL.
3. Alexander Muszynski residing at 1438 Belle Vista Drive, Belle Isle, FL.
4. Randolph Rimes residing at 5603 Marinell Drive, Belle Isle, FL.
5. Anthony Taiani residing at 5603 Marinell Drive, Belle Isle, FL.
6. Alberita Rimes residing at 5603 Marinell Drive, Belle Isle, FL.
7. Gary Meloon residing at 6101 Matchett Road, Belle Isle, FL.
8. Ardis Meloon residing at 6101 Matchett Road, Belle Isle, FL.
9. Donella Altice residing at 1309 E Wallace Street, Belle Isle, FL.
10. Mercedes Blanca residing at 5812 LaBelle Street, Belle Isle, FL.

There being no further comment. Mayor Fouraker closed public comments.

Comm Carugno moved to extend the meeting to 9:30 pm.  
Comm Lowell seconded the meeting, which passed unanimously.

Mayor Fouraker introduced Chairman Brooks and said the co-applicant would present for the school expansion.

William Brooks, CCA Board Chairman, gave a presentation on the school expansion that included state-of-the-art labs, student services building-cafeteria(s), elementary and high school building expansions, gymnasium(s), auditorium, and concession-scorers Box building. He presented the CCA School Expansion Plan submitted by Co-Applicants: Cornerstone Charter Academy, Pine Castle United Methodist Church, and the City of Belle Isle. And the Project Team FEG Engineering, CIVICA Architecture, and TPD Engineering.

Mr. Brooks spoke of CCA's past and current accomplishments as an "A" School. Jean Abi-Aoun from FEG gave a brief on the current traffic concerns. He stated there is a process, and first, they need to receive City approval; then, they would request a review from FDOT and other required agencies once they are in full engineering review. Mr. Rolando Llanes, Civica Architecture, spoke about concerns about facility expansion and traffic engineering. He said school safety is paramount. He provided and addressed the proposed improvements and on-site queuing,

- Drop-off / Dismissal will operate in three (3) shifts - a minimum of ½-hour apart.
- The site will have on-site queueing for all three shifts.
- A new entrance on Wallace Street to enhance on-site queueing.
- The site will have on-site queueing on the property east of Randolph Ave.

On-Site Queueing,

- Entry on Waltham Ave for traffic coming from the north.
- Entry on Wallace Street for traffic coming from the South.
- Queueing will form within the parking lot in the Conga line configuration.
- Randolph Ave will be closed at Waltham Ave and Wallace St during drop-off/pick-up.
- Elementary School Shift:
  - Drop-off/Pick-up at Building A
  - Exit on Waltham Ave (can turn right and left)
  - Middle/High School Shift: Drop-off/Pick-up on Fairlane Ave and Exit right at the intersection of Fairlane Ave

Mr. Brooks spoke on the following recommendations,

- Three (3) shifts for Elementary, Middle, and High School, approximately 30 minutes apart.
- On-site vehicles are stacking within the parking lot on the property east of Randolph Avenue.
- At the City's request, Randolph Avenue will be closed to traffic from the north on Waltham Avenue and the South on Wallace Street during Arrival and Dismissal.
- Fairlane Avenue will become 1-Way only westbound, and vehicles will exit right only on Hansel Avenue.
- Police/traffic attendant guidance at Hansel Avenue/Waltham Avenue and Hoffner Avenue/Randolph Avenue intersections.
- Station staff members/traffic attendants within the site and at the entry driveways to guide traffic into the school site queue and ensure proper circulation.
- The traffic study considered 100% student vehicle drop-off/pick-up as a conservative analysis—a large portion of pedestrians and "golf-cart" pick-up locations. The school expansion will also expand the after-school programs, which will account for a percentage of students staying on campus after dismissal times and reduce the number of vehicles arriving at the site at drop-off/d dismissal.

Comm Holihan shared his concern about the additional traffic during the morning rush hour. Mr. Llanes said the analysis was very conservative and did not account for other scenarios, i.e., walkers and golf cart riders. However, the on-site queuing will assist with the current traffic backup. Mr. Brooks said the spread of the peak to three shifts would take in down 33%, and a new entrance on Wallace would give the ability to take the traffic from the South. The bulk of the issue comes from the stacking on Wilks and Marinelle, and once it is on-site, it will improve the traffic flow.

Comm Carugno said residents are asking if the current traffic on Hoffner is already over capacity and if the project includes Wallace Field. FEG Consultant said Hoffner is a heavily traveled road operating within its capacity. Mr. Brooks said there was no way to provide additional lanes. Regarding the alley, none of the surrounding streets line up with Oakridge, and there is a power easement in the alley and not available for development. Mayor Brooks said no, Wallace Field is not included; they are separate projects.

Mayor Fouraker clarified that tonight's meeting is for Zoning approval only, and the City cannot unreasonably hold up the process. The applicant is generous to open themselves to questions and provide a detailed presentation.

**Comm Lowell moved to extend the meeting to 10:00 pm.**  
**Comm Smith seconded the meeting, which passed 5:2 with Comm Carugno and Comm Holihan, nay.**

Comm Carugno asked when it is appropriate to ask a question, if not at this meeting. Mayor Brooks said the CCA team is focused on the process and what is required by Code; however, he is open to answering questions. He said inquiries can also be sent directly to staff, Commissioners, or us.

After discussion, Mayor Fouraker called for a motion.  
Comm Shuck moved to advance Ordinance 23-02 for the second reading on May 2, 2023.  
Comm Partin seconded the motion, which passed 5:2 with Comm Carugno and Comm Holihan, nay.

- b. Travel Reimbursement for Howard Brown  
Interim City Manager Grimm said on April 11, 2023, the staff received a request from Howard Brown, CM Candidate, requesting reimbursement of \$232.93 (per 2023 IRS-millage and tolls). Staff asked for approval or denial to pay the request. Attorney Chumley asked if reimbursement was posted in the advertisement. The City Clerk said no; however, the Council moved at a previous meeting that Council may pay reasonable costs should they arise. The Council discussed the approval of the request and opened the same courtesy to all the candidates.

**Comm Carugno moved to pay Mr. Howard Brown the request of \$232.93 for travel and tolls.**

Comm Lowell seconded the motion, which passed unanimously 7:0.

Comm Smith moved to direct staff to contact the other candidates to offer them the opportunity to submit reasonable travel expenses with documentation.

Comm Lowell seconded the motion, which passed unanimously 7:0.

Mayor Fouraker asked staff to check with Colin Baenziger to confirm if they advertised for reimbursement for travel and tolls.

c. Approval of Bing Grant for Winward on the Lake

Comm Lowell presented the Winward on Lake Conway BING Grant for surveillance cameras—the proposal developed with the Belle Isle Police Department coordination. The proposed project will work similarly to the surveillance cameras installed at Belle Isles' own LPR network and will enhance the safety of all residents. The project is \$15,227, with a grant request of \$7,000. The grant does meet the criteria, and District 5 has \$7,000 in grant funds. Other Commissioners may contribute funds to this project to fund the entire grant amount. There is a deficit of \$613.00 to cover half of the cost.

Comm Lowell moved to approve the Bing Grant for Lake Conway of \$7613.00; 7,000 from District 5, and \$613.00 from the Mayor's Bing Grant fund.

Comm Smith seconded the motion, which passed unanimously 7:0.

d. Adopt BIPD Pay Plan Amendment and Approve Interim City Manager, Acting Chief, and Acting Deputy Chief Stipend

Interim City Manager Grimm said at the April 04, 2023, City Council meeting; Commissioner Gold asked the Council to consider compensation for out-of-classification work for the Interim City Manager, Acting Chief, and Acting Deputy Chief. Staff is asking for (1) an updated Belle Isle Police Department (BIPD) Pay Plan and removal of the Deputy Chief position from the BIPD Pay Plan, (2) Approval for the entry-level Deputy Chief of \$96,194.80 and a ten percent salary increase for this position until he is reassigned to Deputy Chief, (3) Sgt. McCormick was appointed Acting Deputy Chief, per the BIPD Pay Plan. Sgt. McCormick will receive the entry level of Deputy Chief until he is reassigned to the position of Sgt.

The request to revise the pay plan was because when the Sergeant moved to Deputy Chief, he would make less than when promoted; everything else on the pay plan will remain the same.

Comm Smith move to adopt the Belle Isle Police Department Pay Plan effective April 4, 2023, as follows,

- Approve a 10% Salary Increase for the Acting Chief
- Approve the Interim City Manager Stipend of 15%

Comm Partin seconded the motion, which passed unanimously.

e. Discussion on Reinstating Council Work Sessions

Interim City Manager asked for a discussion to go back to a workshop session instead of having two Council meetings in a month. He said workshops could provide productive dialogue and open discussions between Council members and staff and are less structured than regular meetings. The main problem encountered in the past has been to hold the workshop, provide direction, and then when it comes to the regular meeting agenda, the same discussions occur at the regular meeting done in the workshops.

If the Council wishes to go back to work sessions, then issues discussed at the work session should have limited discussion when placed on the regular meeting agenda for formal action, which can lead to a positive direction for all.

Mayor Fouraker said the Council could have a free-flowing dialogue at a workshop. Comm Shuck said the workshops were beneficial and answered many questions before a voting meeting. Comm Gold said the concern is that workshops exclude the resident comment and think two council meetings greatly benefit the community. Comm Partin said it is worth trying; we can always switch it back if it does not work. Comm Smith said this is the wrong time of the year to change the process.

Comm Holihan moved, starting in May 2023, the Council meeting in a workshop on the third Tuesday of the month beginning at 6:30 pm.

Comm Partin seconded the motion, which passed 5:2 with Comm Smith and Comm Carugno, nay.

Comm Smith moved to extend the meeting to 10:30 pm.

Comm Gold seconded the motion, which passed 5:2 with Comm Carugno and Comm Holihan, nay.

**7. Attorney's Report – na**

**8. City Manager's Report**

a. Acting Chief Report

Acting Chief Millis gave stats for the month: 20 reports, seven arrests, 570 citations, and YTD-701 citations on Hoffner Avenue.

b. Public Works Report

Mr. Price reported completing two stormwater projects in District 3 and District 5.

**9. Mayor's Report**

Mayor Fouraker thanked the Special Events Committee for the Easter Event. He also added that he would be scheduling a Lake Clean Up at a future date.

**10. Items from Council**

- Noise Abate Committee Meeting – Friday, April 21.
- PRM Insurance meeting – Thursday, April 28
- District 1 meeting with PD and City Manager Strategy for Cullen Lake Drive and Hoffner Traffic Calming

**11. Adjournment**

There being no further business, Mayor Fouraker called for a motion to adjourn. The motion passed unanimously at 10:15 pm.

CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET

**Meeting Date:** May 2, 2023  
**To:** Honorable Mayor and City Council Members  
**From:** T. Grimm, Interim City Manager  
**Subject:** Ordinance 23-02 - CCA Zoning Change from C1 to PD

**Background:** On April 11, 2023, the CCA Board presented an Ordinance to the Planning & Zoning Board (P&Z) to change FROM C-1 ZONING DISTRICT TO PLANNED DEVELOPMENT DISTRICT (PD), PROVIDING FOR CERTAIN PERMITTED, PROHIBITED, AND SPECIAL EXCEPTION USES AND DEVELOPMENT STANDARDS AND REQUIREMENTS WITHIN THE PLANNED DEVELOPMENT; DESCRIBING THE PLANNED DEVELOPMENT INCLUDING ALL THE AFORESAID PROPERTIES AS THE CORNERSTONE CHARTER ACADEMY PD.

The P&Z Board recommended approval 4:1 with the following conditions,

1. Randolph Avenue be closed only during the pick-up and drop-off hours of the school and shall include appropriate pedestrian safety measures.
2. Eliminate the "Required and "Allowable" columns on the site plan and reflect the floor area ratio, impervious surface ratio, and building setbacks standard.
3. The "Site Notes" on page 9 of the concept plans reference the final plans shall be at Final Construction Plan. Under sec. 54-77 (e) (5), the code requires the next phase of the PD process to govern "the use of land and the construction, modifications, or alterations of any buildings, structures or other improvements" on the Property. The Site Note must be modified to reference the Development Plan, not the Final Construction Plans.
4. The Title of the Plan Set needs to be Cornerstone Charter School CONCEPT Plan, not Development Plan. Consistency with Code verbiage is important to eliminate any confusion in the future.

Please note that the correct Ordinance number should be read as 23-02. The following corrections have been agreed upon and made to the ordinance to reflect,

- G. *Intensity.* There shall be a maximum floor area ratio of 0.45; however, the building square footage developed on the Property shall be consistent with the Concept Plan.
- H. *Maximum Impervious Surface.* The maximum impervious surface area shall **be 0.7.**

On April 18, 2023, the City Council moved to advance Ordinance 23-02 (5:2-Comm Carugno and Comm Holihan, nay) to second reading and adoption with the noted conditions.

**Staff Recommendation:** Adopt Ordinance 23-03.

**Suggested Motion:** I move to adopt Ordinance 23-02.

**Alternatives:** Do not approve.  
**Fiscal Impact:** None  
**Attachments:** Ordinance

ORDINANCE 23-02

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**AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA REZONING THOSE CERTAIN PROPERTIES OWNED BY THE CITY OF BELLE ISLE LOCATED AT 5903 RANDOLPH AVENUE, 906 WALTHAM AVENUE, 6300 HANSEL AVENUE, "SUB OF HARNEY HOMESTEAD C/53 LOT 9 (LESS W 224.28 FT OF LOT 9 & LESS E 228.47 FT OF SAID LOT 9 & LESS R/W ON N & S)", AND 6049 RANDOLPH AVENUE, ALSO KNOWN AS ORANGE COUNTY TAX PARCELS # 24-23-29-3400-00-073, 24-23-29-3400-00-092, 24-23-29-3400-00-094, 24-23-29-3400-00-095, AND 24-23-29-3400-00-114, FROM C-1, C-2, R-1A, AND R-2 ZONING DISTRICTS TO PLANNED DEVELOPMENT DISTRICT (PD); REZONING THAT CERTAIN PROPERTY OWNED BY CORNERSTONE CHARTER ACADEMY, INC. LOCATED AT 5929 HANSEL AVENUE, ALSO KNOWN AS ORANGE COUNTY TAX PARCEL #24-23-29-8820-00-050, FROM C-1 ZONING DISTRICT TO PLANNED DEVELOPMENT DISTRICT (PD); REZONING THAT CERTAIN PROPERTY OWNED BY PINE CASTLE METHODIST CHURCH, INC. LOCATED AT 942 FAIRLANE AVENUE, ALSO KNOWN AS ORANGE COUNTY TAX PARCEL #24-23-29-3400-00-093, FROM C-1 ZONING DISTRICT TO PLANNED DEVELOPMENT DISTRICT (PD); PROVIDING FOR CERTAIN PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES AND DEVELOPMENT STANDARDS AND REQUIREMENTS WITHIN THE PLANNED DEVELOPMENT; DESCRIBING THE PLANNED DEVELOPMENT INCLUDING ALL THE AFORESAID PROPERTIES AS THE CORNERSTONE CHARTER ACADEMY PD; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, Cornerstone Charter Academy, Inc. (hereinafter "Developer") with the consent of the City of Belle Isle and Pine Castle Methodist Church, Inc. has made application for the rezoning of (i) those certain properties owned by the City of Belle Isle located at 5903 Randolph Avenue, 906 Waltham Avenue, 6300 Hansel Avenue, and 6049 Randolph Avenue, also known as Orange County Tax Parcels # 24-23-29-3400-00-073, 24-23-29-3400-00-092, 24-23-29-3400-00-094, 24-23-29-3400-00-095, and 24-23-29-3400-00-114, from C-1, C-2, R-1A, and R-2 zoning districts to Planned Development District (PD); (ii) that certain property owned by Cornerstone Charter Academy, Inc. located at 5929 Hansel Avenue, also known as

1 Orange County Tax Parcel #24-23-29-8820-00-050, from C-1 zoning district to Planned  
2 Development District (PD); and (iii) that certain property owned by Pine Castle Methodist  
3 Church, Inc. located at 942 Fairlane Avenue, also known as Orange County Tax Parcel #24-  
4 23-29-3400-00-093, from C-1 zoning district to Planned Development District (PD) and legally  
5 described in the boundary survey attached hereto as **Exhibit "A"** (hereinafter "the Property");

6 and

7 **WHEREAS**, the Property has Low-Density Residential and Commercial Future Land  
8 Use Map designations; and

9 **WHEREAS**, the Planning and Zoning Board of the City of Belle Isle has reviewed the  
10 Developer's request at a public hearing and has made a recommendation to the City Council;  
11 and

12 **WHEREAS**, after public notice and due consideration of public comment, the City  
13 Council of the City of Belle hereby finds and declares the adoption of this Ordinance and the  
14 proposed development of the Property is consistent with the City of Belle Isle Comprehensive  
15 Plan and the land development regulations set forth in the City of Belle Isle Code of  
16 Ordinances; and

17 **WHEREAS**, based on competent substantial evidence in the record, the requested  
18 rezoning and preliminary concept plan set forth in this Ordinance meets all applicable criteria  
19 specified in the City of Belle Isle Comprehensive Plan and the land development regulations  
20 set forth in the Code of Ordinances; and

21 **WHEREAS**, this Ordinance and the Whereas clauses herein shall constitute the written  
22 findings of fact in support of issuing this rezoning development order pursuant to general law.  
23  
24  
25

1           **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Belle Isle,  
2 Florida as follows:

3           **SECTION 1.** The Property described above and in **Exhibit “A”** attached hereto is hereby  
4 rezoned from Retail Commercial District (C-1), General Commercial District (C-2), Single-  
5 Family Dwelling District (R-1A), and Multiple-Family Dwelling (R-2) zoning districts to Planned  
6 Development (PD) subject to the following conditions and restrictions:

7           A. *Concept Plan.* The Cornerstone Charter Academy Preliminary Concept Plan attached  
8 hereto as **Exhibit “B”** (“Concept Plan”) is hereby approved. All development of the  
9 Property must conform to Concept Plan, including the development standards and  
10 requirements identified on the Concept Plan. Should any conflict be found between this  
11 Ordinance and the Concept Plan then the standards and conditions established by this  
12 Ordinance shall control.

13           B. *Code Provisions.* Unless specifically noted elsewhere in the Concept Plan attached  
14 hereto, or expressly provided for herein, all development on the Property must comply with  
15 the general zoning requirements of the Planned Development zoning district. Such  
16 requirements include any approval or amendment procedures pertaining to the Planned  
17 Development zoning district. The Land Development Code of the Belle Isle Code of  
18 Ordinances, as amended, shall govern the development of the Property with respect to  
19 any matter not addressed by this Ordinance or its attached exhibits.

20           C. *Permitted Uses.* The permitted uses for the Property are as follows: (i) Elementary School,  
21 (ii) Middle School, (iii) High School, (iv) Other Community or Educational Meeting Space  
22 and Facilities, (v) Active and Passive Recreational and Sports Fields, Gymnasiums and  
23 Other Facilities, (vi) Open Space and Parks, (vii) Stormwater Ponds and Facilities, (viii)  
24  
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1 Preservation of Historic Home (not for residential use) shown on the Concept Plan and  
2 use thereof for meeting or educational purposes; and (viii) the customary accessory uses  
3 and structures associated with the foregoing permitted uses. All uses that are not  
4 permitted uses or special exception uses as set forth in this Ordinance are prohibited.

5 D. *Special Exception Uses.* The special exception uses for the Property are as follows: (i)  
6 Municipal and Governmental Facilities; (ii) uses that are substantially similar and  
7 compatible with the permitted uses of this Ordinance and that are not incompatible with  
8 surrounding area as determined by the City Council; and (iii) the customary accessory  
9 uses and structures associated with the foregoing special exception uses. If a special  
10 exception use is approved based on a finding by the City Council that such meets the  
11 applicable criteria set forth in the City Code, the approval may be conditioned and  
12 restricted.

13 E. *Maximum Building Height.* The maximum height of structures shall be four stories and no  
14 more than 57 feet; however, each building constructed shall be consistent with the heights  
15 shown in the Concept Plan.

16 F. *Setbacks.* The setbacks shall be consistent with those depicted in the Concept Plan.

17 G. *Intensity.* There shall be a maximum floor area ratio of 0.45; provided, however, the  
18 building square footage developed on the Property shall be consistent with the Concept  
19 Plan.  
20

21 H. *Maximum Impervious Surface.* The maximum impervious surface area shall be 0.7.

22 I. *Architectural Features.* The Property shall be developed consistent with the architectural  
23 elevations and concepts set forth in the Concept Plans.  
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J. *Vehicular Parking/Ingress/Egress.* The vehicular parking and ingress, and egress to and from the Property shall be developed and maintained consistent with the Concept Plans.

K. *Lighting.* Lighting on the Property shall be developed consistent with the lighting plan set forth in the Concept Plans.

L. *Landscaping, Landscaping Buffers, Recreation, and Open Space.* The Property shall be developed and maintained to preserve recreational area, open space, landscaping, and buffers as depicted in the Concept Plan.

M. *Planned Development Name.* The Planned Development adopted by this Ordinance governing the development of the Property will be known as the “Cornerstone Charter Academy PD.”

N. *Development Plan/PD Expiration.* Developer shall submit a development plan for review and approval pursuant to the provisions of Chapter 54, Section 54-77 (e) (4) of the Land Development Code of the Belle Isle Code of Ordinances. If Developer fails to obtain final approval of said development plan within one year of the Effective Date of this Ordinance, the entitlements under this Ordinance shall become null and void and the zoning classification of the Property shall revert to its previous zoning designations or other appropriate zoning designations as determined by the City Council in accordance with the provisions of Section 54-77 (e) (4), Land Development Code of the Belle Isle Code of Ordinances.

O. *Violation.* A violation of this Ordinance or any of its Exhibits is considered a violation of the Land Development Code of the Belle Isle Code of Ordinances and zoning of the Property.

**SECTION 2.** Zoning Map. The City Manager is hereby authorized and directed to amend the Official City of Belle Isle Zoning Map consistent with the provisions of this Ordinance.

**SECTION 3.** Severability. If any word, phrase, sentence, clause or other portion of this Ordinance is determined to be invalid, void or unconstitutional, the remainder of this Ordinance shall remain in effect.

**SECTION 4.** Effective date. This Ordinance shall take effect immediately upon adoption.

First Reading was held this 18th day of April 2023

Second Reading was held this 2nd day of May 2023

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>
Ed Gold	_____	_____	_____
Anthony Carugno	_____	_____	_____
Karl Shuck	_____	_____	_____
Randy Holihan	_____	_____	_____
Beth Lowell	_____	_____	_____
Stanley Smith	_____	_____	_____
Jim Partin	_____	_____	_____

**CITY OF BELLE ISLE**

\_\_\_\_\_  
**NICHOLAS FOURAKER, MAYOR**

ATTEST: \_\_\_\_\_  
Yolanda Quiceno, CMC-City Clerk

1 **STATE OF FLORIDA**

2 **COUNTY OF ORANGE**

3 **I, Yolanda Quiceno, CITY CLERK** of the City of Belle Isle, do hereby certify that the above and  
4 foregoing document ORDINANCE 23-02 was duly and legally passed by the Belle Isle City Council, in  
5 session assembled on the \_\_\_\_\_ day of \_\_\_\_\_2023. At this session, a quorum of its members  
6 was present.

7

8 \_\_\_\_\_  
Yolanda Quiceno, CMC-City Clerk

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**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** May 2, 2023  
**To:** Honorable Mayor and City Council Members  
**From:** Travis Grimm, Interim City Manager  
**Subject:** Election of Vice-Mayor

**Background:** Following the City Charter, a Vice-Mayor will be elected at the first Council Meeting in May following a regular City election.

**Sec. 4.03. Vice-mayor: Election.**

At the first council meeting in May, after each regular city election or whenever a vacancy occurs, the council shall elect one of its members as vice-mayor. While serving as acting mayor, the vice-mayor shall not have a vote on any matter coming before the council unless to break a tie vote.

**Staff Recommendation:** Take nominations for Vice-Mayor and elect a Vice-Mayor

**Suggested Motion:** I move that we approve (Name) as Vice-Mayor.

**Alternatives:** None.  
**Fiscal Impact:** None.  
**Attachments:** None

CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET

**Meeting Date:** May 2, 2023

**To:** Honorable Mayor and City Council Members

**From:** T Grimm, Interim City Manager

**Subject:** Bids for RFP 23-03 Sidewalk Repair and Replacement

**Background:** The City Council directed that the Public Works Department inspect, repair, and replace all public sidewalks and driveway aprons in the right of way. To finish this work orderly and expeditiously, the City staff recommend issuing an RFP. The RFP allows for single or multiple contractors to do the work. A continuing services contract with single or multiple contractors would eliminate the need to request quotes whenever work is necessary.

The City issued RFP 23-03 Sidewalk, Repair & Replacement. The work to be performed generally consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacing curb inlets and curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backfilling, compaction, installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Work locations will be throughout the City of Belle Isle on an as-needed basis during the contract term.

The City issued an RFP for this work and received six bids:

- Associates Cost Engineers, Inc. of Delaware 644,442.60
- Algat Enterprises, Inc. 306,300.00
- Schuller Contractors Incorporated 330,800.00
- Garcia Civil Contractors 338,775.08
- AJ General Construction Services, Inc. 420,750.00
- Groundwerks Inc. 280,200.00

**Staff Recommendation:** Approve the Groundwerks Inc. proposal for \$280,000.00.

**Suggested Motion:** I move that we approve the proposal of Groundwerks Inc. in the amount of \$280,200.00 for the 23-03 Sidewalk Repair and Replacement Bid.

**Alternatives:** Do not approve the proposal and approve another proposal.

**Fiscal Impact:** \$280,200 for the base bid.

**Attachments:** Scope of work and Bids

# City of Belle Isle



1600 Nela Ave. Belle Isle, FL 32809  
407.851.7730 | FAX: 407.240.2222

Date: April 26-2023  
To: T. Grimm - Interim City Manager  
CC: Yolanda Quiceno - City Clerk  
Subject: RFP 23-03 Sidewalk Repair and Replacement  
Recommendation of Award

After a careful review of all the bids received for the Sidewalk Repair and Replacement, Public Works recommends that the Mayor and Council members award this RFP to the lowest and most responsive bidder, Groundwerks Inc. Groundwerks Inc. meets all criteria set forth in the packet and has performed many other projects for the City of Belle Isle. There were a total of six bidders that submitted a bid.

Phil Price  
Public Works Director  
City of Belle Isle  
689-500-3473

**PART 3**

**PROPOSAL SCHEDULE  
DOCUMENT 00 4115**

**THIS PROPOSAL IS SUBMITTED BY:**

AJ General Construction Services, Inc.  
(Firm/Company Name)

Re: **Sidewalk Repair & Replacement Project (2023-2025)**

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the **City of Belle Isle, Florida** in the form included in the Contract Documents, (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Contractor accepts all of the terms and conditions of the Contract Documents (Instructions to Contractors. This Proposal will remain subject to acceptance for 60 Days after the day of Proposal opening, unless there is a Proposal protest, then 90 days after the day of receipt of Proposals.
3. In submitting this Proposal, Contractor represents that Contractor has examined all of the Contract Documents, performed all necessary Pre-Proposal investigations, attended the mandatory Pre-Proposal Meeting (if any) and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Contractor

4. Based on the foregoing, Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Proposal Schedule:



Sidewalk Repair & Replacement (2023-2025)

RFB #23-03

SEALED RFB DOCUMENTS – DO NOT OPEN



**GENERAL CONSTRUCTION**  
SERVICES, INC.

City of Belle Isle

Attn: City Clerk

1600 Nela Avenue

Belle Isle, FL 32809

### PROPOSAL SCHEDULE

PROPOSAL ITEMS – All proposal items, including Total Amount and Unit Prices, must be filled in completely. Proposal items are described in the Contract Documents. Quote in figures only, unless words are specifically requested.

Contractor proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money in the following Schedule of Proposal Prices:

ITEM No.	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	TOTAL ANNUAL AMOUNT
1.	Sidewalk Replacement	Square feet	\$ <u>11.00</u>	15,000	\$ <u>165,000.00</u>
2.	Standard Curb and Gutter with 2' wide AC conform	Lineal foot	\$ <u>70.00</u>	1,000	\$ <u>70,000.00</u>
3.	Root Barrier	Lineal foot	\$ <u>50.00</u>	100	\$ <u>5,000.00</u>
4.	Minor Concrete Repair (Reinforced Storm Drain Curb Inlet lid)	Each	\$ <u>3,000.00</u>	30	\$ <u>90,000.00</u>
5.	Residential Driveway Apron	Square feet	\$ <u>12.25</u>	4,000	\$ <u>49,000.00</u>
6.	Commercial Driveway Apron	Square feet	\$ <u>12.50</u>	100	\$ <u>1,250.00</u>
7.	Curb Ramp – Type A (per latest FDOT Detail)	Each	\$ <u>5,200.00</u>	1	\$ <u>5,200.00</u>
8.	Curb Ramp – Type B (per latest FDOT Detail)	Each	\$ <u>5,100.00</u>	1	\$ <u>5,100.00</u>
9.	Curb Ramp – Type C (per latest FDOT Detail)	Each	\$ <u>5,100.00</u>	1	\$ <u>5,100.00</u>
10.	Curb Ramp – Type D (per latest FDOT Detail)	Each	\$ <u>4,950.00</u>	1	\$ <u>4,950.00</u>
11.	Curb Ramp – Type E (per latest FDOT Detail)	Each	\$ <u>4,950.00</u>	1	\$ <u>4,950.00</u>
12.	Curb Ramp – Type F (per latest FDOT Detail)	Each	\$ <u>5,000.00</u>	1	\$ <u>5,000.00</u>

13.	Curb Ramp – Type G (per latest FDOT Detail)	Each	\$ <u>5,000.00</u>	1	\$ <u>5,000.00</u>
13.	Curb Ramp – Type H (per latest FDOT Detail)	Each	\$ <u>5,200.00</u>	1	\$ <u>5,200.00</u>

TOTAL NOT TO EXCEED AMOUNT \$ 420,750.00

Four Hundred Twenty Thousand Seven Hundred and Fifty Dollars  
(Indicate Proposal Price in words)

1. THE UNDERSIGNED ACKNOWLEDGES THAT PROPOSAL PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR IN THE SELECTION OF THE CONTRACTOR FOR THIS WORK. THE CITY WILL CONSIDER THE PROPOSAL COSTS FOR ALL PROPOSAL ITEMS IDENTIFIED HEREIN TOGETHER WITH THE CONTRACTOR QUALIFICATIONS AND REFERENCES TO FORM THE BASIS FOR ITS DECISION.
2. The undersigned Contractor understands that Owner reserves the right to reject this Proposal.
3. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Contractor within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Contractor will execute and deliver the documents required by Instructions to Contractors within the times specified therein.
4. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.
5. The undersigned Contractor agrees to commence Work on the date established in, and to complete all Work within the time specified in the Construction Services Agreement
6. The undersigned Contractor agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in Construction Services Agreement shall be as set forth in RFP.
7. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE PROPOSAL SCHEDULE.
8. Full compensation for all work required including saw cutting, asphalt concrete removal, excavation, backfilling using native or imported soil, grading and tree root cutting and removal, and site restoration, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the prices for "Square Foot of Sidewalk," or "Lineal Foot of Curb and Gutter," or "Square Foot of Driveway or Curb Ramp," "Lineal Foot of Root Barrier" or "Square Foot of Asphalt Concrete Patching" and no additional compensation will be allowed.
9. Proposal price shall include the repair and replacements of any minor irrigation systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.
10. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, and removal of utility markings, insurance and other services included herein.

11. The names of all persons interested in the foregoing Proposal as principals are:

**IMPORTANT NOTICE:** If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

**NAME OF CONTRACTOR:**

AJ General Construction Services, Inc.

licensed in accordance with an act for the registration of Contractors, and with license number: CGC1523336 Expiration: 08/31/2024

Florida  
(Place of Incorporation, if Applicable)

Irma Juarez  
(Principal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Irma Juarez  
(Signature of Contractor)

**NOTE:** If Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Representative(s): \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Officers Authorized to Sign Contracts

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Telephone Number(s):

\_\_\_\_\_  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Fax Number(s):

\_\_\_\_\_  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Date of Proposal:

\_\_\_\_\_

**IMPORTANT NOTICE:**

If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

\* END OF DOCUMENT \*

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PART 4

NON-COLLUSIVE AFFIDAVIT

State of Florida )

County of Hillsborough

Irma Suarez being first duly sworn deposes and says that:

- (1) He/she is the owner, (Owner, Partner, Officer, Representative or Agent) of AJ General Construction Services the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: Irma Suarez  
 Title: President  
 Company: AJ General Construction Inc.

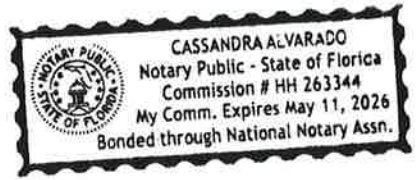
STATE OF FLORIDA  
 COUNTY OF Hillsborough

Sworn, to and subscribed before me this 1 day of March, 2023

by Irma Suarez

Cassandra Alvarado  
 Signature of Notary Public

Personally known, or  
 Produced Identification  
Personally Known  
 Type of ID Produced



\* END OF DOCUMENT \*

PART 5

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

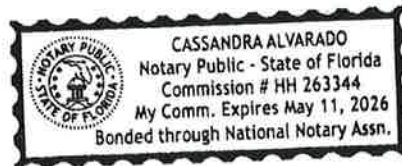
By: Irma Juarez  
Title: President

STATE OF FLORIDA  
COUNTY OF Hillsborough

Sworn to and subscribed before me this 1  
March  
day of \_\_\_\_\_, 2022, by Irma Juarez  
23

Cassandra Alvarado  
Signature of Notary Public

Personally known, or  
 Produced Identification  
Personally known  
Type of ID Produced



\* END OF DOCUMENT \*



### PART 6

## CONTRACTOR'S REGISTRATION AND INSURANCE VERIFICATION FORM

(To be Completed by Contractor and Submitted with Cost Proposal)

#### INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # C.G.C. 1523336

Date: 3/1/23 Fed I.D. # 82-0821263

Full Corporate Name of Company: AJ General Construction Services, Inc

Street Address: 5415 Shakespeare Dr Dover Fl 33521

Mailing Address: 5415 Shakespeare Dr Dover Fl 33521

Email Address: irma.e@ajgeneralconstruct.com

Phone: 813 Fax: \_\_\_\_\_

Name of Principal Contact: Irma Juarez

Type of Business: \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Partnership  
\_\_\_\_\_ Non-Profit 501(c)(3) \_\_\_\_\_ Corporation  
\_\_\_\_\_ other (please explain: \_\_\_\_\_)

#### INSURANCE

##### Workers' Compensation:

Carrier: Insurance Company of the West

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: WFL 5065664 00

##### General Liability:

Carrier: Berkley Assurance Company

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: VUMA 03 02 140

Policy Limits: \$ 1,000,000 / 100,000 / 5,000 / 1,000,000 / 2,000,000 / 2,000,000

A.M. Best Rating: \_\_\_\_\_

**Automobile Liability:**

Carrier: Infinity Assurance Insurance Company

Address: 11700 Great Oaks Suite 450 Alpharetta, GA 30022

Phone and Fax: 800 772 3341

Policy Number: 509-32004-7441-001

Policy Limits: \$ 1,000,000 BI/PO Liability

A.M. Best Rating: \_\_\_\_\_

**All-risk Course of Construction:**

Carrier: Richmond National Insurance

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: RN-7-0325607

Policy Limits: \$ 5,000,000

A.M. Best Rating: \_\_\_\_\_

CONTRACTOR CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

Ima Lee  
SIGNATURE

03/01/2023  
DATE

\* END OF DOCUMENT \*

### PART 7

#### CONTRACTOR'S QUALIFICATIONS AND REFERENCES (To be Completed by Contractor and Submitted with Cost Proposal)

Name of Contractor: AD General Construction Services, Inc.

1. The Contractor has been engaged in the contracting business, under the present business name for 6 years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of 6 years.
3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.)

N/A

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a) <u>2022</u>	<u>sidewalk</u>	<u>256,955</u>	<u>Bradenton, City of Bradenton</u>
(b) <u>2021</u>	<u>sidewalk</u>	<u>234,897</u>	<u>Bartow, City of Bartow</u>
(c) <u>2022</u>	<u>Ramp Replacement</u>	<u>142,101</u>	<u>Punta Gorda, Punta Gorda Airport</u>
(d) _____	_____	_____	_____
(e) _____	_____	_____	_____

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

NAME/TITLE	ADDRESS	TELEPHONE
(a) <u>Kim Clayback</u>	<u>2411 9th Street W</u>	<u>941 708 6300</u>
(b) <u>Ron Cauthan</u>	_____	<u>363 646 1402</u>
(c) <u>Cory Elijah</u>	<u>23000 A+1 Airport Rd</u>	<u>941 639 1101</u>
(d) _____	_____	_____
(e) _____	_____	_____

6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

### Equipment List

Equipment at Book Value ..... \$

List each major item of equipment owned by the Applicant that is utilized in performing the requested classes of work with its book or salvage value, make, model, and description shown. The same equipment may be used to qualify no more than two affiliated applicants.

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS <small>(Do not lump items except small hand tools and items of the same type and size)</small>	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE
E001	1	JLG 2005 Manlift (60-64 Telescopic Boom)			
E002	1	JLG 2004 Manlift (60-64 Telescopic Boom)			
E003	1	2003 CAT Skid Steer			
E004	1	2014 Takeuchi Skid Steer			
E005	1	JLG 2012 Forklift			
101	1	Dodge Ram 1500 - 2012			
102	1	White Ford 2011			
105	1	White Ford 2006			
106	1	White Ford 2004			
201	1	Infinity 2009			
202	1	Red Ford F-250 - 2008			
T001	1	Atlas 2009			
T002	1	Precision 2019 (#1)			
T003	1	Precision 2019 (#2)			
T004	1	HMDE 2005			
T005	1	HMDE 2007			
T006	1	HMDE 2015			
T007	1	HMDE 2018 (Black Finishers Trailer)			
T008	1	HPTI 2020			
T009	1	Flatbed 10,000 - 2020			
T010	1	SGAC 2021 (#1)			
T011	1	SGAC 2021 (#2)			

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor: Irma Juarez

Irma Juarez, President  
Print Name and Title

\* END OF DOCUMENT \*

PART 8

**NON-DEBARMENT AFFIDAVIT**

Irma Juarez Being first duly sworn, deposes and says that:

He/She is President of AJ General Construction the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

- 1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
- 2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
- 3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
- 4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- 5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

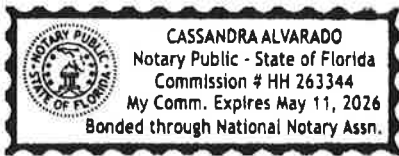
\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

By: Irma Juarez  
 Print Name: Irma Juarez  
 Title: President  
 Date: 03/01/2023

STATE OF FLORIDA )  
 COUNTY OF Hillsborough

The foregoing Agreement was acknowledged before me this 1 day of March, 2023, by Irma Juarez, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced Personally Known identification.

NOTARY'S SEAL:



Cassandra Alvarado  
 NOTARY PUBLIC, STATE OF FLORIDA

Irma Juarez

Name of Acknowledger, typed, printed, or Stamped

\* END OF DOCUMENT \*



## PART 9

### DRUG-FREE WORKPLACE CERTIFICATION


Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

AJ General Construction Services, Inc  
COMPANY NAME

  
VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**



# PART 10

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Irma Juarez, President, on behalf of AJ General Construction Services, Inc.  
Print Name and Title Company Name

certify that AJ General Construction Services, Inc. does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

AJ General Construction Services, Inc  
COMPANY NAME  
Irma Juarez  
PRINT NAME  
President  
TITLE

Irma Juarez  
SIGNATURE

**Must be executed and returned with attached proposal to be considered**

Contract Requirements  
Sidewalk Repair & Replacement (RFP 23-03)

**PART 3**

**PROPOSAL SCHEDULE  
DOCUMENT 00 4115**

**THIS PROPOSAL IS SUBMITTED BY:**

**ASSOCIATED COST ENGINEERS, INC. OF DELAWARE**

(Firm/Company Name)

Re: **Sidewalk Repair & Replacement Project (2023-2025)**

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the **City of Belle Isle, Florida** in the form included in the Contract Documents, (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Contractor accepts all of the terms and conditions of the Contract Documents (Instructions to Contractors. This Proposal will remain subject to acceptance for 60 Days after the day of Proposal opening, unless there is a Proposal protest, then 90 days after the day of receipt of Proposals.
3. In submitting this Proposal, Contractor represents that Contractor has examined all of the Contract Documents, performed all necessary Pre-Proposal investigations, attended the mandatory Pre-Proposal Meeting (if any) and received the following Addenda:

<b>Addendum Number</b>	<b><u>ADDENDUM DATE</u></b>	<b>Signature of Contractor</b>
1	March 1, 2023	
2	March 7, 2023	
3	March 10, 2023	
4	March 16, 2023	

4. Based on the foregoing, Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Proposal Schedule:

State of Delaware  
North Pine Hills Rd  
Florida 32808

Res Yslender Aug  
1:40 pm 3/30/2023

City of Belle Isle  
Office of City Manager  
1600 Nela Avenue  
Belle Isle, Florida 32809  
"Sidewalk Repair and Replacement  
RFP #23-03"

11. The names of all persons interested in the foregoing Proposal as principals are:

**IMPORTANT NOTICE:** If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

**NAME OF CONTRACTOR:** ASSOCIATED COST ENGINEERS, INC. OF DELAWARE

licensed in accordance with an act for the registration of Contractors, and with license number: CGC1514405 Expiration: 8/31/2024

<u>FLORIDA</u>	<u>JAJA WADE</u>
(Place of Incorporation, if Applicable)	(Principal)
	<u>GREGORY SMITH</u>
	(Principal)
	<u>(Principal)</u>

I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.



(Signature of Contractor)

**NOTE:** If Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 801 NORTH PINE HILLS ROAD

ORLANDO, FLORIDA 32808

Contractor's Representative(s): JAJA WADE, PRESIDENT

(Name/Title)

GREGORY SMITH, VICE PRESIDENT

(Name/Title)

CASEY ANDERSON, GENERAL SUPERINTENDENT

(Name/Title)

Officers Authorized to Sign Contracts

JAJA WADE, PRESIDENT

(Name/Title)

GREGORY SMITH, VICE PRESIDENT

(Name/Title)

(Name/Title)

Telephone Number(s):

321-689-2680

(Area Code) (Number)

407-953-3637

(Area Code) (Number)

Fax Number(s):

407-704-7937

(Area Code) (Number)

(Area Code) (Number)

Date of Proposal:

MARCH 14, 2024

**IMPORTANT NOTICE:**

If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

\* END OF DOCUMENT \*

### PART 4

### NON-COLLUSIVE AFFIDAVIT

State of FLORIDA )

County of ORANGE )

JAJA WADE being first duly sworn deposes and says that:

- (1) He/she is the PRESIDENT, (Owner, Partner, Officer, Representative or Agent) of ASSOCIATED COST ENGINEERS, INC OF DELAWARE the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: JAJA WADE

Title: PRESIDENT

Company: ASSOCIATED COST ENGINEERS, INC. OF DELAWARE

STATE OF FLORIDA  
COUNTY OF FLORIDA

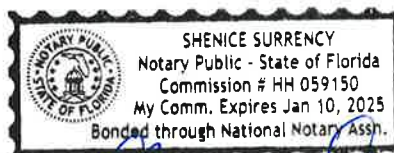
Sworn, to and subscribed before me this 15 day of MARCH, 2023,

by [Signature]

Signature of Notary Public

Personally known, or  
 Produced Identification

Type of ID Produced \_\_\_\_\_



\* END OF DOCUMENT \*

[Signature]



**PART 5**

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: JAJA WADE

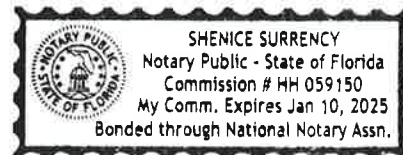
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF FLORIDA

Sworn to and subscribed before me this 15  
day of MARCH, 2023, by

Shenice Surrency  
Signature of Notary Public

Personally known, or  
 Produced Identification  
Type of ID Produced \_\_\_\_\_



\* END OF DOCUMENT \*

**PART 6**

**CONTRACTOR'S REGISTRATION AND INSURANCE VERIFICATION FORM**

*(To be Completed by Contractor and Submitted with Cost Proposal)*

**INDEPENDENT CONTRACTOR REGISTRATION**

Contractor's License # CGC1514405

Date: MARCH 15, 2023 Fed I.D. # 52-2333771

Full Corporate Name of Company: ASSOCIATED COST ENGINEERS, INC. OF DELAWARE

Street Address: 801 NORTH PINE HILLS ROAD ORLANDO, FLORIDA 32808

Mailing Address: 801 NORTH PINE HILLS ROAD ORLANDO, FLORIDA 32808

Email Address: JWADE@ACECONSTRUCTIONMANAGEMENT.COM

Phone: 407-704-7803 OR 321-689-2680 Fax: 407-704-7937

Name of Principal Contact: JAJA WADE

Type of Business:  Sole Proprietor  Partnership  
 Non-Profit 501(c)(3)  Corporation  
 other (please explain: \_\_\_\_\_)

**INSURANCE**

**Workers' Compensation:**

Carrier: AMERISAFE

Address: 2301 HWY 190 WEST DERRIDER, LA 70634

Phone and Fax: 337-463-9052

Policy Number: AVWCFL3090802022

**General Liability:**

Carrier: ATEGRITY SPECIALTY INSURANCE COMPANY

Address: 14000 N. PIMA ROAD SUITE 200 SCOTTSDALE, AZ 85260



Phone and Fax: 480-237-2417

Policy Number: 01-B-GL-P-200000029-0

Policy Limits: \$ General Aggregate:2M, Completed Ops: 2m; Personal Injury: 1m; Ea Occurance: 1m; Premises: 100,000; Medical: 5k

A.M. Best Rating: A-

**Automobile Liability:**

Carrier: GEICO

Address: ONE GEICO BLVD FREDRICKSBURG VA 22412

Phone and Fax: 1-800-691-3891

Policy Number: 04APG129489-01

Policy Limits: \$ 1,000,000

A.M. Best Rating: A+

**All-risk Course of Construction:** N/A

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**CONTRACTOR CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

*JAJA WADE*

\_\_\_\_\_  
SIGNATURE

MARCH 15, 2023

\_\_\_\_\_  
DATE

\* END OF DOCUMENT \*

### PART 7

#### CONTRACTOR'S QUALIFICATIONS AND REFERENCES (To be Completed by Contractor and Submitted with Cost Proposal)

Name of Contractor: ASSOCIATED COST ENGINEERS, INC. OF DELAWARE

1. The Contractor has been engaged in the contracting business, under the present business name for 23 years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of 8 years.
3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.)

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a)	<u>2022</u>	<u>Supervision, Demo, Concrete, Welding</u>	<u>\$51,035</u>	<u>HA Construction</u>
(b)	<u>2020</u>	<u>Concrete</u>	<u>\$348,735</u>	<u>JOHNSON &amp; LAUX</u>
(c)	<u>2020</u>	<u>Concrete</u>	<u>\$128,623</u>	<u>JOHNSON &amp; LAUX</u>
(d)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
(e)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

	NAME/TITLE	ADDRESS	TELEPHONE
(a)	<u>CARL LENEIS, Operations</u>	<u>9500 nw 12th St, Bay 1 Doral Fl 33172</u>	<u>407-777-6620</u>
(b)	<u>Kevin Johnson, Owner</u>	<u>650 Garden Commerce Parkway Ste 100 Winter Garden, Fl 34989</u>	<u>407-908-2455</u>
(c)	<u>Kevin Johnson, Owner</u>	<u>650 Garden Commerce Parkway Ste 100 Winter Garden, Fl 34989</u>	<u>407-908-2455</u>
(d)	<u>          </u>	<u>          </u>	<u>          </u>
(e)	<u>          </u>	<u>          </u>	<u>          </u>

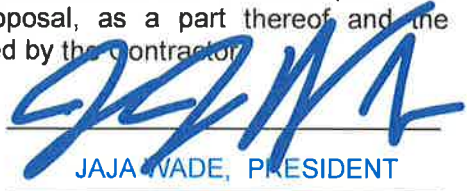
6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
2x	Husqvarna 14" Power Saw 5" Cut Depth	Good	Office storage
1x	Takeuchi 240	Good	office Yard
1x	Skid Steer	Good	Office Yard
1x	Excavator	Good	Office Yard

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the contractor.

Signature of Contractor:



JAJA WADE, PRESIDENT

Print Name and Title

\* END OF DOCUMENT \*

**PART 8**  
**NON-DEBARMENT AFFIDAVIT**

JAJA WADE Being first duly sworn, deposes and says that:  
Associated Cost Engineers, Inc. of Delaware  
He/She is President of \_\_\_\_\_ the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

- 1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
- 2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
- 3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
- 4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions(Federal, State or local) terminated for cause or default; and
- 5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

By: [Signature]

Print Name: JaJa Wade

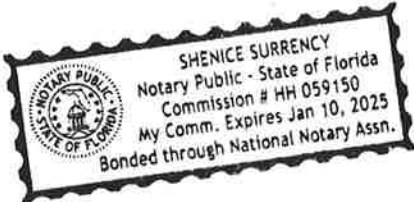
Title: President

Date: March 15, 2023

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing Agreement was acknowledged before me this 15 day of March, 2023, by JaJa Wade, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Shenice Surrency  
Name of Acknowledger, typed, printed, or Stamped

\* END OF DOCUMENT \*

## PART 9

### DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

ASSOCIATED COST ENGINEERS, INC. OF DELAWARE

COMPANY NAME

VENDOR'S SIGNATURE



**Must be executed and returned with attached proposal to be considered.**

# PART 10

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, JAJA WADE, PRESIDENT, on behalf of ASSOCIATED COST ENGINEERS, INC. OF DELAWARE  
Print Name and Title Company Name

certify that ASSOCIATED COST ENGINEERS, INC. OF DELAWARE does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

ASSOCIATED COST ENGINEERS, INC. OF DELAWARE  
\_\_\_\_\_  
COMPANY NAME  
JAJA WADE  
\_\_\_\_\_  
PRINT NAME  
PRESIDENT  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
SIGNATURE

**Must be executed and returned with attached proposal to be considered**

Contract Requirements  
Sidewalk Repair & Replacement (RFP 23-03)

**ADDENDUM 1  
TO  
CITY OF BELLE ISLE  
REQUEST FOR PROPOSALS  
Sidewalk Repair and Replacement  
RFP# 23-03**

**This Addendum is issued on March 1, 2023.**

**The submission date for bids has changed from March 2, 2023 to 3:00 PM on March 15, 2023.**



**ADDENDUM 2  
TO  
CITY OF BELLE ISLE  
REQUEST FOR PROPOSALS  
Sidewalk Repair and Replacement  
RFP# 23-03**

This Addendum is issued on March 7, 2023. The issuance of this addendum does not change the submission dates.

- Can the Contractor submit a Certificate of Insurance in lieu of the Insurance Verification Form?

**As long as all the insurance listed in the RFP can be verified.**

- Is a Bid Bond required with submission of proposal?

**No Bid Bond will be required.**

- Has this Contract been awarded in the past? If so, what is the Contract # and the name of the Contract, and who was it awarded to?

**No this is the first contract we are looking at for sidewalks.**

- How many Contractors does the City anticipate awarding this to?

**It depends on how many responses we have to the RFP, but no more than 3.**

- Regarding the sidewalk, driveway, and curb replacements, will these follow FDOT standards?

**Yes, they will follow FDOT standards**

- Can a detail or more information be provided for the root barrier?

**The City will accept any root barrier that will prevent roots from uplifting sidewalks. Contractors should submit what they currently use or if none have been used, provide what the contractor would like to use.**

- What is the thickness for the asphalt concrete along the curb and driveway?

**1.5 inches – 2 inches**

- Can more information be provided on the lamp black paint, what is required by the Contractor?

**Eliminate all references to the lamp paint**

- Can fiber be used in lieu of the welded wire mesh for the commercial driveways?

- What is the thickness for the sidewalk replacement?

**4-inches**

- What is the thickness for the residential driveways?

**6-inches**

- What is the thickness for the commercial driveways?

**6-inches**

**ADDENDUM 3  
TO  
CITY OF BELLE ISLE  
REQUEST FOR PROPOSALS  
Sidewalk Repair and Replacement  
RFP# 23-03**

This Addendum is issued on March 10, 2023. The issuance of this addendum does not change the submission dates.

1. What is the thickness for industrial driveways?

**8-inches, or 6-inches with welded wire mesh.**

2. Can fiber be used in lieu of the welded wire mesh for the commercial driveways?

**Commercial driveways will not require either fiber or welded wire mesh. However, industrial driveways will require welded wire mesh.**

3. Is the one pint of lampblack paint on the concrete mix also deleted?

**Yes.**

4. Item #4 Minor Concrete Repair (reinforced Storm Drain Curb inlet lid). Can we please have some clarification on what is the intent for this scope? Is this for the demolition and reconstruction of inlet tops? A picture or explanation would suffice.

**This item has been removed.**

5. Specification on the catch basin inlet tops that are to be used when repairing.

**This item has been removed.**

6. Will the base requirement be just for new construction or for all replacement of sidewalk, curb & gutter, driveways, etc.

**The base requirement shall apply to all new construction works. Replacement areas shall be checked for existing base compaction prior to formwork. However, should the existing base be sufficient, then it does not need to be fully removed and replaced.**

**ADDENDUM 4  
TO  
CITY OF BELLE ISLE  
REQUEST FOR PROPOSALS  
Sidewalk Repair and Replacement  
RFP# 23-03**

This Addendum is issued on March 16, 2023.

1. The submission date for bids has **changed to March 30, 2023, to 2:00 PM.**
2. Per previous Addendums, if items on the bid form have been removed, Bidders are to strike through items upon submission.

### PROPOSAL SCHEDULE

PROPOSAL ITEMS – All proposal items, including Total Amount and Unit Prices, must be filled in completely. Proposal items are described in the Contract Documents. Quote in figures only, unless words are specifically requested.

Contractor proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money in the following Schedule of Proposal Prices:

ITEM No.	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	TOTAL ANNUAL AMOUNT
1.	Sidewalk Replacement	Square feet	\$ <u>28.08</u>	75,000	\$ <u>421,200.00</u>
2.	Standard Curb and Gutter with 2' wide AC conform	Lineal foot	\$ <u>65.31</u>	1,000	\$ <u>65,310.10</u>
3.	Root Barrier	Lineal foot	\$ <u>60.31</u>	100	\$ <u>6,031.00</u>
4.	Minor Concrete Repair (Reinforced Storm Drain Curb Inlet lid)	Each	\$ <u>510.00</u>	30	\$ <u>15,300.00</u>
5.	Residential Driveway Apron	Square feet	\$ <u>26.08</u>	4,000	\$ <u>104,333.33</u>
6.	Commercial Driveway Apron	Square feet	\$ <u>26.08</u>	100	\$ <u>2,608.00</u>
7.	Curb Ramp – Type A (per latest FDOT Detail)	Each	\$ <u>1,210.00</u>	1	\$ <u>1,210.00</u>
8.	Curb Ramp – Type B (per latest FDOT Detail)	Each	\$ <u>1,210.00</u>	1	\$ <u>1,210.00</u>
9.	Curb Ramp – Type C (per latest FDOT Detail)	Each	\$ <u>1,210.00</u>	1	\$ <u>1,210.00</u>
10.	Curb Ramp – Type D (per latest FDOT Detail)	Each	\$ <u>1,210.00</u>	1	\$ <u>1,210.00</u>
11.	Curb Ramp – Type E (per latest FDOT Detail)	Each	\$ <u>1,210.00</u>	1	\$ <u>1,210.00</u>
12.	Curb Ramp – Type F (per latest FDOT Detail)	Each	\$ <u>1,210.00</u>	1	\$ <u>1,210.00</u>

13.	Curb Ramp – Type G (per latest FDOT Detail)	Each	\$ <u>1,210.00</u>	1	\$ <u>1,210.00</u>
13.	Curb Ramp – Type H (per latest FDOT Detail)	Each	\$ <u>1,210.00</u>	1	\$ <u>1,210.00</u>

**TOTAL NOT TO EXCEED AMOUNT**      \$ 644,442.60

(Indicate Proposal Price in words)

1. THE UNDERSIGNED ACKNOWLEDGES THAT PROPOSAL PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR IN THE SELECTION OF THE CONTRACTOR FOR THIS WORK. THE CITY WILL CONSIDER THE PROPOSAL COSTS FOR ALL PROPOSAL ITEMS IDENTIFIED HEREIN TOGETHER WITH THE CONTRACTOR QUALIFICATIONS AND REFERENCES TO FORM THE BASIS FOR ITS DECISION.
2. The undersigned Contractor understands that Owner reserves the right to reject this Proposal.
3. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Contractor within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Contractor will execute and deliver the documents required by Instructions to Contractors within the times specified therein.
4. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.
5. The undersigned Contractor agrees to commence Work on the date established in, and to complete all Work within the time specified in the Construction Services Agreement
6. The undersigned Contractor agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in Construction Services Agreement shall be as set forth in RFP.
7. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE PROPOSAL SCHEDULE.
8. Full compensation for all work required including saw cutting, asphalt concrete removal, excavation, backfilling using native or imported soil, grading and tree root cutting and removal, and site restoration, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the prices for "Square Foot of Sidewalk," "Lineal Foot of Curb and Gutter," "Square Foot of Driveway or Curb Ramp," "Lineal Foot of Root Barrier" or "Square Foot of Asphalt Concrete Patching" and no additional compensation will be allowed.
9. Proposal price shall include the repair and replacements of any minor irrigation systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.
10. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, and removal of utility markings, insurance and other services included herein.

**PART 3**



**PROPOSAL SCHEDULE  
DOCUMENT 00 4115**

**THIS PROPOSAL IS SUBMITTED BY:**

Schuller Contractors Incorporated  
(Firm/Company Name)

Re: **Sidewalk Repair & Replacement Project (2023-2025)**

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the **City of Belle Isle, Florida** in the form included in the Contract Documents, (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Contractor accepts all of the terms and conditions of the Contract Documents (Instructions to Contractors. This Proposal will remain subject to acceptance for 60 Days after the day of Proposal opening, unless there is a Proposal protest, then 90 days after the day of receipt of Proposals.
3. In submitting this Proposal, Contractor represents that Contractor has examined all of the Contract Documents, performed all necessary Pre-Proposal investigations, attended the mandatory Pre-Proposal Meeting (if any) and received the following Addenda:

<b>Addendum Number</b>	<b>ADDENDUM DATE</b>	<b>Signature of Contractor</b>
1	3/1/2023	
2	3/7/2023	
3	3/10/2023	
4	3/16/2023	

4. Based on the foregoing, Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Proposal Schedule:



# Delivery TRANSMITTAL

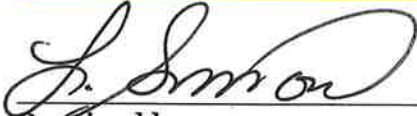
Date:	Thursday, March 30, 2023 by 2pm
To:	City of Belle Isle, City Hall 100 N Country Club Rd, Lake Mary, FL 32746
Attn:	Office of the City Manager / Bob Francis
Re:	<b>Sidewalk Repair and Replacement</b> <b>RFP#23-03</b>

We are sending you via **Courier** the following item(s):

Quantity	Unit	Description
1	Set	Original of Bid for: <b>Sidewalk Repair and Replacement</b> <b>RFP#23-03</b>
1	Set	Copy of Bid for: <b>Sidewalk Repair and Replacement</b> <b>RFP#23-03</b>
1	Each	Flash Drive of Bid for: <b>Sidewalk Repair and Replacement</b> <b>RFP#23-03</b>

**IMPORTANT:**

**Please sign below for confirmation of receipt of item(s)**

  
\_\_\_\_\_

Received by:

3-30-23

Date

L. SIMONS  
\_\_\_\_\_

Printed Name

12:00 pm

Time





**ADDENDUM 1  
TO  
CITY OF BELLE ISLE  
REQUEST FOR PROPOSALS  
Sidewalk Repair and Replacement  
RFP# 23-03**

**This Addendum is issued on March 1, 2023.**

**The submission date for bids has changed from March 2, 2023 to 3:00 PM on March 15, 2023.**

**ADDENDUM 2  
TO  
CITY OF BELLE ISLE  
REQUEST FOR PROPOSALS  
Sidewalk Repair and Replacement  
RFP# 23-03**

This Addendum is issued on March 7, 2023. The issuance of this addendum does not change the submission dates.

- Can the Contractor submit a Certificate of Insurance in lieu of the Insurance Verification Form?

**As long as all the insurance listed in the RFP can be verified.**

- Is a Bid Bond required with submission of proposal?

**No Bid Bond will be required.**

- Has this Contract been awarded in the past? If so, what is the Contract # and the name of the Contract, and who was it awarded to?

**No this is the first contract we are looking at for sidewalks.**

- How many Contractors does the City anticipate awarding this to?

**It depends on how many responses we have to the RFP, but no more than 3.**

- Regarding the sidewalk, driveway, and curb replacements, will these follow FDOT standards?

**Yes, they will follow FDOT standards**

- Can a detail or more information be provided for the root barrier?

**The City will accept any root barrier that will prevent roots from uplifting sidewalks. Contractors should submit what they currently use or if none have been used, provide what the contractor would like to use.**

- What is the thickness for the asphalt concrete along the curb and driveway?

**1.5 inches – 2 inches**

- Can more information be provided on the lamp black paint, what is required by the Contractor?

**Eliminate all references to the lamp paint**

- Can fiber be used in lieu of the welded wire mesh for the commercial driveways?

- What is the thickness for the sidewalk replacement?

**4-inches**

- What is the thickness for the residential driveways?

**6-inches**

- What is the thickness for the commercial driveways?

**6-inches**

**ADDENDUM 3  
TO  
CITY OF BELLE ISLE  
REQUEST FOR PROPOSALS  
Sidewalk Repair and Replacement  
RFP# 23-03**

This Addendum is issued on March 10, 2023. The issuance of this addendum does not change the submission dates.

1. What is the thickness for industrial driveways?

**8-inches, or 6-inches with welded wire mesh.**

2. Can fiber be used in lieu of the welded wire mesh for the commercial driveways?

**Commercial driveways will not require either fiber or welded wire mesh. However, industrial driveways will require welded wire mesh.**

3. Is the one pint of lampblack paint on the concrete mix also deleted?

**Yes.**

4. Item #4 Minor Concrete Repair (reinforced Storm Drain Curb inlet lid). Can we please have some clarification on what is the intent for this scope? Is this for the demolition and reconstruction of inlet tops? A picture or explanation would suffice.

**This item has been removed.**

5. Specification on the catch basin inlet tops that are to be used when repairing.

**This item has been removed.**

6. Will the base requirement be just for new construction or for all replacement of sidewalk, curb & gutter, driveways, etc.

**The base requirement shall apply to all new construction works. Replacement areas shall be checked for existing base compaction prior to formwork. However, should the existing base be sufficient, then it does not need to be fully removed and replaced.**

**ADDENDUM 4  
TO  
CITY OF BELLE ISLE  
REQUEST FOR PROPOSALS  
Sidewalk Repair and Replacement  
RFP# 23-03**

**This Addendum is issued on March 14, 2023.**

**The submission date for bids has changed from March 15, 2023 to 3:00 PM on March 23, 2023.**

**ADDENDUM 4  
TO  
CITY OF BELLE ISLE  
REQUEST FOR PROPOSALS  
Sidewalk Repair and Replacement  
RFP# 23-03**

This Addendum is issued on March 16, 2023.

1. The submission date for bids has **changed to March 30, 2023, to 2:00 PM.**
2. Per previous Addendums, if items on the bid form have been removed, Bidders are to strike through items upon submission.

### PROPOSAL SCHEDULE

PROPOSAL ITEMS – All proposal items, including Total Amount and Unit Prices, must be filled in completely. Proposal items are described in the Contract Documents. Quote in figures only, unless words are specifically requested.

Contractor proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money in the following Schedule of Proposal Prices:

ITEM No.	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	TOTAL ANNUAL AMOUNT
1.	Sidewalk Replacement	Square feet	\$ <u>12.00</u>	15,000	\$ <u>180,000.00</u>
2.	Standard Curb and Gutter with 2' wide AC conform	Lineal foot	\$ <u>65.00</u>	1,000	\$ <u>65,000.00</u>
3.	Root Barrier	Lineal foot	\$ <u>26.00</u>	100	\$ <u>2,600.00</u>
4.	Minor Concrete Repair (Reinforced Storm Drain Curb Inlet lid)	Each	\$ <u>N/A</u>	30	\$ <u>N/A</u>
5.	Residential Driveway Apron	Square feet	\$ <u>15.00</u>	4,000	\$ <u>60,000.00</u>
6.	Commercial Driveway Apron	Square feet	\$ <u>22.00</u>	100	\$ <u>2,200.00</u>
7.	Curb Ramp – Type A (per latest FDOT Detail)	Each	\$ <u>3,000.00</u>	1	\$ <u>3,000.00</u>
8.	Curb Ramp – Type B (per latest FDOT Detail)	Each	\$ <u>2,400.00</u>	1	\$ <u>2,400.00</u>
9.	Curb Ramp – Type C (per latest FDOT Detail)	Each	\$ <u>2,400.00</u>	1	\$ <u>2,400.00</u>
10.	Curb Ramp – Type D (per latest FDOT Detail)	Each	\$ <u>2,400.00</u>	1	\$ <u>2,400.00</u>
11.	Curb Ramp – Type E (per latest FDOT Detail)	Each	\$ <u>3,000.00</u>	1	\$ <u>3,000.00</u>
12.	Curb Ramp – Type F (per latest FDOT Detail)	Each	\$ <u>3,000.00</u>	1	\$ <u>3,000.00</u>

13.	<b>Curb Ramp – Type G (per latest FDOT Detail)</b>	Each	\$ <u>2,400.00</u>	1	\$ <u>2,400.00</u>
13.	<b>Curb Ramp – Type H (per latest FDOT Detail)</b>	Each	\$ <u>2,400.00</u>	1	\$ <u>2,400.00</u>

**TOTAL NOT TO EXCEED AMOUNT**      \$ 330,800.00

Three hundred thirty thousand eight hundred & 00/100 dollars

(Indicate Proposal Price in words)

1. THE UNDERSIGNED ACKNOWLEDGES THAT PROPOSAL PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR IN THE SELECTION OF THE CONTRACTOR FOR THIS WORK. THE CITY WILL CONSIDER THE PROPOSAL COSTS FOR ALL PROPOSAL ITEMS IDENTIFIED HEREIN TOGETHER WITH THE CONTRACTOR QUALIFICATIONS AND REFERENCES TO FORM THE BASIS FOR ITS DECISION.
2. The undersigned Contractor understands that Owner reserves the right to reject this Proposal.
3. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Contractor within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Contractor will execute and deliver the documents required by Instructions to Contractors within the times specified therein.
4. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.
5. The undersigned Contractor agrees to commence Work on the date established in, and to complete all Work within the time specified in the Construction Services Agreement
6. The undersigned Contractor agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in Construction Services Agreement shall be as set forth in RFP.
7. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE PROPOSAL SCHEDULE.
8. Full compensation for all work required including saw cutting, asphalt concrete removal, excavation, backfilling using native or imported soil, grading and tree root cutting and removal, and site restoration, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the prices for "Square Foot of Sidewalk," or "Lineal Foot of Curb and Gutter," or "Square Foot of Driveway or Curb Ramp," "Lineal Foot of Root Barrier" or "Square Foot of Asphalt Concrete Patching" and no additional compensation will be allowed.
9. Proposal price shall include the repair and replacements of any minor irrigation systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.
10. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, and removal of utility markings, insurance and other services included herein.



11. The names of all persons interested in the foregoing Proposal as principals are:

**IMPORTANT NOTICE:** If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

**NAME OF CONTRACTOR:** Schuller Contractors Incorporated

licensed in accordance with an act for the registration of Contractors, and with license number: CGC1523893 Expiration: August 31,2024

<u>Orlando, Florida</u> (Place of Incorporation, if Applicable)	<u>Jonathan Jasiewicz, President</u> (Principal)
	<u>Greg Schuller, Vice President/Operations</u> (Principal)
	<u>Patricia H Consoli, Vice President/Corporate Secretary</u> (Principal)

I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

  
 \_\_\_\_\_  
 (Signature of Contractor)  
 Greg Schuller, Vice President

**NOTE:** If Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: Schuller Contractors Incorporated  
9125 Parkers Landing, Suite 6  
Orlando, Florida 32824

Contractor's Representative(s): Jonathan Jasiewicz, President  
 (Name/Title)  
Greg Schuller, Vice President/Operations  
 (Name/Title)  
Patricia H Consoli, Vice President/Corporate Secretary  
 (Name/Title)

Officers Authorized to Sign Contracts

Jonathan Jasiewicz, President  
(Name/Title)

Greg Schuller, Vice President/Operations  
(Name/Title)

Patricia H Consoli, Vice President/Corporate Secretary  
(Name/Title)

Telephone Number(s):

407 855-5572  
(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

407 855-4922  
(Area Code) (Number)

(Area Code) (Number)

Date of Proposal:

3/15/2023

**IMPORTANT NOTICE:**

If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

**\* END OF DOCUMENT \***

### PART 4

### NON-COLLUSIVE AFFIDAVIT

State of Florida )

County of Orange )

Greg Schuller being first duly sworn deposes and says that:

- (1) He/she is the Vice President, (Owner, Partner, Officer, Representative or Agent) of Schuller Contractors Incorporated the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: *Greg Schuller*

Title: Greg Schuller, Vice President

Company: Schuller Contractors Incorporated

STATE OF FLORIDA  
COUNTY OF ORANGE

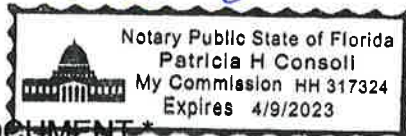
Sworn, to and subscribed before me this 15th day of March, 2023,

by Greg Schuller.

Personally known, or  
 Produced Identification  
n/a  
Type of ID Produced

Signature of Notary Public

*Patricia H. Consoli*



\* END OF DOCUMENT \*

### PART 5

## NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: Greg Schuller

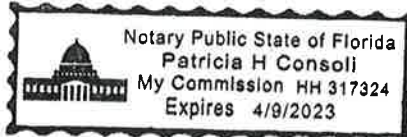
Title: Greg Schuller, Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

Sworn to and subscribed before me this 15th  
day of March, ~~2022~~, by Greg Schuller  
2023

Patricia H. Consoli  
Signature of Notary Public

Personally known, or  
 Produced Identification  
n/a  
Type of ID Produced



\* END OF DOCUMENT \*

**PART 6**  
**CONTRACTOR'S REGISTRATION AND**  
**INSURANCE VERIFICATION FORM**

*(To be Completed by Contractor and Submitted with Cost Proposal)*

**INDEPENDENT CONTRACTOR REGISTRATION**

Contractor's License # CGC1523893

Date: 3/15/2023 Fed I.D. # 59-3513840

Full Corporate Name of Company: Schuller Contractors Incorporated

Street Address: 9125 Parkers Landing, Suite 6  
Orlando, Florida 32824

Mailing Address: 9125 Parkers Landing, Suite 6  
Orlando, Florida 32824

Email Address: schullercontractors@gmail.com

Phone: 407-855-5572 Fax: 407-855-4922

Name of Principal Contact: Jonathan Jasiewicz, President

Type of Business:  Sole Proprietor  Partnership  
 Non-Profit 501(c)(3)  Corporation  
 other (please explain: \_\_\_\_\_)

**INSURANCE**

**Workers' Compensation:**

Carrier: See attached Certificate of Insurance

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**General Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**Automobile Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**All-risk Course of Construction:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Limits: \$ \_\_\_\_\_

A.M. Best Rating: \_\_\_\_\_

**CONTRACTOR CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

  
\_\_\_\_\_  
SIGNATURE Greg Schuller, Vice President

3/15/2023  
\_\_\_\_\_  
DATE

**\* END OF DOCUMENT \***



SCHUCON-04

YGRU b.

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 2/28/2023

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

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

<b>PRODUCER</b> Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (407) 644-8689      FAX (A/C, No): (407) 644-9934 E-MAIL ADDRESS:  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : American Casualty Co of Reading PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER E : Illinois Union Insurance Company</td> <td style="text-align: center;">27960</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Casualty Co of Reading PA	20427	INSURER B : Continental Casualty Company	20443	INSURER C : The Continental Insurance Company	35289	INSURER D : Valley Forge Insurance Company	20508	INSURER E : Illinois Union Insurance Company	27960	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : American Casualty Co of Reading PA	20427														
INSURER B : Continental Casualty Company	20443														
INSURER C : The Continental Insurance Company	35289														
INSURER D : Valley Forge Insurance Company	20508														
INSURER E : Illinois Union Insurance Company	27960														
INSURER F :															
<b>INSURED</b>  Schuller Contractors, Inc. 9125 Parkers Landing, #6 Orlando, FL 32824															

**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	2072294485	7/25/2022	7/25/2023	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 15,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6020252143	7/25/2022	7/25/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
<b>C</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2072294521	7/25/2022	7/25/2023	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	X	2072294566	7/25/2022	7/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
<b>A</b>	Equipment Floater			2072294485	7/25/2022	7/25/2023	Lease/Rented	200,000	
<b>E</b>	Pollution/DED \$2,500			G28139354 007	7/25/2022	7/25/2023	\$1M Ea/Occr	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project Title: Sidewalk Repair & Replacement (2023-2025) RFP#23-03Thursday, March 2, 2023. City of Belle Isle, its officers, directors, officials, agents, employees and volunteers, are included as Additional Insured & both Primary & Non-contributory terms apply for General Liability & Auto Liability, Waiver of Subrogation applies for General Liability, Auto Liability, & Workers' Compensation, when required in a written contract or agreement with the Named Insured, as per the terms & conditions of the policies referenced above. Should the General Liability, Auto Liability, or Workers' Compensation be cancelled before the expiration date, a 30 days' notice is to be provided by the Insurer to the certificate holder.

### CERTIFICATE HOLDER

### CANCELLATION

City of Belle Isle-Office of the City Manager 1600 Nela Avenue Belle Isle, FL 32809	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 
---	---

### PART 7

#### CONTRACTOR'S QUALIFICATIONS AND REFERENCES

(To be Completed by Contractor and Submitted with Cost Proposal)

Name of Contractor: Schuller Contractors Incorporated

1. The Contractor has been engaged in the contracting business, under the present business name for 24 years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of 24 years.
3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.) No

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a) _____	_____	_____	_____
(b) _____	<b>See Attachment A</b>		
(c) _____	_____	_____	_____
(d) _____	_____	_____	_____
(e) _____	_____	_____	_____

Greg Schuller, Vice President/

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

NAME/TITLE	ADDRESS	TELEPHONE
(a) _____	_____	_____
(b) _____	<b>See Attachment A</b>	
(c) _____	_____	_____
(d) _____	_____	_____
(e) _____	_____	_____


6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:



QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
_____	_____	_____	_____
_____	See Attachment B	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor:   
Greg Schuller, Vice President  
Print Name and Title

\* END OF DOCUMENT \*



**Schuller**

**Contractors Incorporated**

**Experience**

**Project Name/No:** **Toho-Valencia Trail II, #2020-008**  
**Project Description:** The project included the construction of approximately 0.35 miles of 10-ft wide and 0.03 miles of 8-ft wide concrete shared use path. Included: drainage improvements, 4" & 6" concrete, ditch pavement, end walls, detectable warnings, pavement markings, asphalt, and sod.  
**Location:** US192 (Mill Slough bridge to Denn John Ln), Kissimmee.  
**Contract Owner:** City of Kissimmee  
**Address:** 101 Church Street, 4<sup>th</sup> Floor  
 Kissimmee, Florida 34701  
**Contact Name/Phone:** Victor Aponte, Project Manager / 407-246-9439  
**Contact E-mail:** [victor.aponte@kissimmee.gov](mailto:victor.aponte@kissimmee.gov)  
**Contract Amount:** \$320,718.84  
**Completed Amount:** \$363,816.92  
**Start/Complete Dates:** November 2021 / April 2022

**Contract Name/No:** **MSA for Construction Projects Under \$500,000.00, #CC-1391-17/RTB**  
**Contract Description:** Consists of multiple contractors to perform minor construction projects valued less than \$500,000.00 for the Public Works Department. Includes: drainage improvements, sidewalk and driveways, curbs, curb/gutters, detectable warnings, pavement markings, asphalt, and sod.  
**Location:** Various locations throughout Seminole County.  
**Contract Owner:** Seminole County Public Works-Engineering Division  
**Address:** 100 East 1<sup>st</sup> Street  
 Sanford, Florida 32771  
**Contact Name/Phone:** Heidi Miller, Contract/Project Coordinator / 407-665-5720  
**Contact E-mail:** [hmillier@seminolecountyfl.gov](mailto:hmillier@seminolecountyfl.gov)  
**Contract Amount:** \$2,500,000.00 Annually  
**Completed Amount:** \$1,174,756.65  
**Start/Complete Dates:** September 2017 / September 2022

**Projects:** **Brooks Lane Sidewalk, WO#1**  
 Angela Cardona, Project Manager, 407-665-5661, [acardona02@seminolecountyfl.gov](mailto:acardona02@seminolecountyfl.gov)  
*Consisted of 2,025.78SY of 4" concrete, 510.76SY of 6" concrete.*  
**Temple Terrace Annex Sidewalks, WO#5**  
 Stephen Thomas, Project Coordinator II, 407-655-5625, [stthomas02@seminolecountyfl.com](mailto:stthomas02@seminolecountyfl.com)  
*Consisted of 436.1SY of 4" concrete, 360.04SY of 6" concrete.*  
**Old Lockwood Road Sidewalk, WO#8**  
 Stephen Thomas, Project Coordinator II, 407-655-5625, [stthomas02@seminolecountyfl.com](mailto:stthomas02@seminolecountyfl.com)  
*Consisted of 927SY of 4" concrete, 445SY of 6" concrete.*  
**Carlton Street Sidewalk, WO#14**  
 Stephen Thomas, Project Coordinator II, 407-655-5625, [stthomas02@seminolecountyfl.com](mailto:stthomas02@seminolecountyfl.com)  
*Consisted of 1,550.4SY of 4" concrete, 345.57SY of 6" concrete.*



**Schuller**

**Contractors Incorporated**

Contract Name/No: **Construction Services for ADA Pedestrian Safety Improvements, #Y17-169**  
 Contract Description: Consists of construction of concrete pedestrian safety features including handicap curb ramps and sidewalks. The scope of work includes, but not limited to, construction of ADA compliant curb ramps; installation of 4", 6" and 8" concrete; installation of concrete sidewalk, curbs, and driveways (pouring and finishing); installation of drainage pipe and associated drainage structures. Based on individual Work Orders.

Location: Various locations throughout Orange County.  
 Contract Owner: Orange County Public Works-Highway Construction Division  
 Address: 4200 S John Young Parkway  
 Orlando, Florida 32839

Contact Name/Phone: Johnnie Jones, Assistant Project Manager / 407-836-7884  
 Contact E-mail: [Johnnie.Jones@ocfl.net](mailto:Johnnie.Jones@ocfl.net)  
 Piggyback Contact: Michael Statham, Project Development Supervisor, OC Parks & Recreation  
 Phone/E-mail: 407-836-6261 [Michael.Statham@ocfl.net](mailto:Michael.Statham@ocfl.net)  
 Contract Amount: \$853,340.00 Annually  
 Completed Amounts: Base Year- \$1,071,476.86  
 Option Year 1- \$582,167.00  
 Option Year 2- \$752,998.00

Start/Complete Dates: June 2017 / March 2021

Contract Name/No: **Sidewalk Repair and Replacement, #Y18-173**  
 Contract Description: Consists of new construction and the removal/replacement of existing damaged sidewalks, driveway approaches, concrete pedestrian ramps, curb & gutter, detectable warning surfaces, and restoration. Based on individual Work Orders.

Location: Various locations throughout Orange County  
 Owner: Orange County Public Works-Roads & Drainage Division  
 Address: 4200 S John Young Parkway  
 Orlando, Florida 32839

Contact: Maricela Torres, Assistant Manager / 407-836-7873  
 Contact E-mail: [Maricela.Torres@ocfl.net](mailto:Maricela.Torres@ocfl.net)  
 Piggyback Contact: Michael Statham, Project Development Supervisor, OC Parks & Recreation  
 Phone/E-mail: 407-836-6261 [Michael.Statham@ocfl.net](mailto:Michael.Statham@ocfl.net)  
 Contract Amount: \$1,622,750.00 Annually  
 Completed Amounts: Base Year- \$539,985.00  
 Option Year 1- \$1,093,219.50  
 Option Year 2- \$1,088,892.50

Start/Complete Dates: June 2018 / September 2021



**Schuller**

**Contractors Incorporated**

Contract Name/No: **Type III Underdrains Installation and Repairs, #Y18-162**  
 Contract Description: Consists of the installation of new and replacement of non-functional underdrain systems including the removal and replacement of existing damages curbs, sidewalks and driveway approaches, sprinkler system repairs, roadway base and asphalt restoration and construction cleanouts. Based on individual Work Orders.

Location: Various locations throughout Orange County  
 Contract Owner: Orange County Public Works-Roads & Drainage Division  
 Address: 4200 S John Young Parkway  
 Orlando, Florida 32839

Contact Name/Phone: Michael Baker, Project Manager / 407-836-7853  
 Contact E-mail: [Michael.Baker@ocfl.net](mailto:Michael.Baker@ocfl.net)  
 Contract Amount: \$1,018,675.00 Annually  
 Completed Amounts: Base Year- \$496,220.42  
 Option Year 1- \$66,317.95  
 Option Year 2- \$822,459.04

Start/Complete Dates: January 2018 / May 2021

Contract Name/No: **Curbs, Gutters, Sidewalks, Concrete and Asphalt Repairs and Replacements, #601758-13/GMG**  
 Contract Description: This contract was awarded to AJC Construction in 2013 which was a subsidiary of Schuller Contractors Inc. It was reassigned to Schuller Contractors in 2016 after the passing of the owner of AJC Construction and Schuller Contractors and was renewed each year under the new ownership of Schuller Contractors Inc. Projects consisted of replacement of asphalt pavement, and concrete sidewalk, driveway and curb which were disturbed as a result of repairs or construction of Seminole County Utilities Facilities.

Location: Various locations throughout Seminole County  
 Contract Owner: Seminole County Environmental Services  
 Address: 3300 Dike Road  
 Winter Park, Florida 32792

Contact Name/Phone: Christopher Graybosch, Water Distribution Supervisor / 407-665-2742  
 Contact E-mail: [cgraybosch@seminolecountyfl.gov](mailto:cgraybosch@seminolecountyfl.gov)  
 Contract Amount: \$1,678,300.00 Annually  
 Completed Amount: \$291,621.75 (June 2016-September 2019)  
 Start/Complete Dates: September 2013 / September 2019



**Schuller**

**Contractors Incorporated**

Project Name/No: **Citywide Sidewalks-Phase 2, #15-0082**  
 Project Description: Construction and reconstruction of sidewalks, drives, and ADA ramps. Included: 52,506SY-4"concr, 4,729SY-6"concr, 1,850SY-6"ADA curb ramps, curb/gutter, inlets, drainage pipe, railing, fencing, removal of trees/stumps, utility coordination, conduit, signal cable, pull/splice boxes, ped. detectors, loop assemblies, pavt markings, & sod.  
 Location: Multiple work zones throughout the City of Orlando.  
 Contract Owner: City of Orlando  
 Address: 400 South Orange Avenue  
 Orlando, Florida 32801  
 Contact Name/Phone: Adam Walosik, Construction Manager / 407-246-3528  
 Contact E-mail: [adam.walosik@cityoforlando.net](mailto:adam.walosik@cityoforlando.net) , [adam.walosik@orlando.gov](mailto:adam.walosik@orlando.gov)  
 Contract Amount: \$3,166,666.00  
 Completed Amount: \$3,222,016.12  
 Start/Complete Dates: May 2015 / June 2017

Project Name/No: **Citywide Sidewalks-Phase 1, #1434**  
 Project Description: Construction and reconstruction of sidewalks, drives, and ADA ramps. Included: 45,337SY-4"new concr, 2,448.8SY-4" R/R concr, 6,480.26SY-6"new concr, 7,383.77-6" R/R concr, 1,666SY-6" new ADA curb ramps, 1,555SY-R/R curb ramps, curb/gutter, inlets, fencing, removal of trees/stumps, & sod.  
 Location: Multiple work zones throughout the City of Orlando.  
 Contract Owner: City of Orlando  
 Address: 400 South Orange Avenue  
 Orlando, Florida 32801  
 Contact Name/Phone: Adam Walosik, Construction Manager / 407-246-3528  
 Contact E-mail: [adam.walosik@cityoforlando.net](mailto:adam.walosik@cityoforlando.net) , [adam.walosik@orlando.gov](mailto:adam.walosik@orlando.gov)  
 Contract Amount: \$2,229,000.00  
 Completed Amount: \$2,381,510.39  
 Start/Complete Dates: October 2013 / June 2013





**Schuller**

# Contractors Incorporated

## Equipment List

Year	Equipment	Type	Serial Number
2006	Komatsu WA200L-5 loader	Loader	68408
2005	Komatsu WA200L-5 loader	Loader	65529
2006	Komatsu PC50MR-2 excavator	Mini	7555
2015	Bobcat E50 T4 compact excavator	Mini	AJ1811430
2013	Bobcat T770 Multi Terrain Loader	Loader	A3P813743
2016	Komatsu PC55MR-5	Excavator	20291
2017	Komatsu PC55MR-5	Excavator	20624
2018	Komatsu PC238USLC-11	Excavator	5388
2019	Komatsu WA200-8	Loader	86321
2020	Case 221F	Loader	NKFP00973
1999	Dump Trailer	Deck trailer	1TKC02421XG037962
2005	Water Dog Trailer	Water wagon	4LYUS10155H000611
2015	Kaufman Deck Over Trailer (20ft)	Deck trailer	5VGFD2022FL002613
2018	Kaufman Deck Over Trailer (22ft)	Deck trailer	5VGFP2227JL03799
2018	Kaufman Dump Trailer (12ft)	Dump trailer	5VGFX1222JL007818
2018	Kaufman Dump Trailer (12ft)	Dump trailer	5VGFX1220JL008658
2019	Kaufman Dump Trailer (12ft)	Dump trailer	5VGFX1220KL001145
2020	Kaufman Dump Trailer (12ft)	Dump trailer	5VGFX1225LL002793
2021	Kaufman Deck Over Trailer (22 ft)	Deck trailer	5VGFP2221ML03995
2021	Kaufman Dump Trailer (12ft)	Dump trailer	5VGFX1226ML004263
2004	Ford F250 (White)	Truck	1FTNW21P94EB58566
2014	Dodge Ram 1500 (Silver)	Truck	1C6RR6FTOES243232
2014	Ford F250 (White)	Truck	1FT7W2BTXEEA51967
2017	Toyota Tundra (Brown)	Truck	5TFAW5F17HX637048
2017	Ford F-250 (White)	Truck	1FT7W2BT9HEC67491
2018	Ford F-250 (White)	Truck	1FT7W2BT8JEC80741
2019	Toyota Tundra (Blue)	Truck	5TFHY5F18KX781269
2019	Ford F-250 (White)	Truck	1FT7W2BT2KEE55339

We also have many smaller pieces of machinery that are essential for this type of work. Including, but not limited to: large walk behind concrete saws, handheld concrete saws, jack hammers, plate tamps, jumping jacks, chain saws, generators, air compressors, pipe lasers, site levels, transits, digital level, air gun nailers, pneumatic concrete chain saw, and a large array of smaller tools and hand tools.

**PART 8**  
**NON-DEBARMENT AFFIDAVIT**

Greg Schuller Being first duly sworn, deposes and says that:

He/She is Vice President of Schuller Contractors Incorporated the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions(Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

n/a Check here if an explanation is attached to this affidavit.

By: Greg Schuller

Print Name: Greg Schuller

Title: Vice President

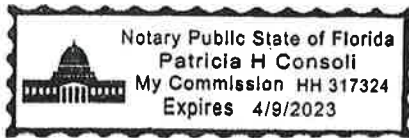
Date: 3/15/2023

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing Agreement was acknowledged before me this 15th day of March, ~~2022~~ <sup>2023</sup>, by Greg Schuller, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced n/a as identification.

NOTARY'S SEAL:

Patricia H Consoli  
NOTARY PUBLIC, STATE OF FLORIDA



Patricia H Consoli  
Name of Acknowledger, typed, printed, or Stamped

\* END OF DOCUMENT \*

Greg Schuller, Vice Presiden/



## PART 9

### DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Schuller Contractors Incorporated

COMPANY NAME



VENDOR'S SIGNATURE

Greg Schuller, Vice President

**Must be executed and returned with attached proposal to be considered.**

**PART 10**

**CERTIFICATION PURSUANT  
TO FLORIDA STATUTE § 287.135**

I, Greg Schuller, Vice President, on behalf of Schuller Contractors Incorporated  
**Print Name and Title** **Company Name**

certify that Schuller Contractors Incorporated does not:  
**Company Name**

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Schuller Contractors Incorporated  
COMPANY NAME  
Greg Schuller  
PRINT NAME  
Vice President  
TITLE

  
SIGNATURE

**Must be executed and returned with attached proposal to be considered**

Contract Requirements  
Sidewalk Repair & Replacement (RFP 23-03)

List of Minorities/DBE's solicited:

Concrete Construction Services  
Bid N Build Construction  
Central Florida Construction Walls  
LMCC Specialty Contractors  
Montalvo Mejia Construction  
Rey's Concrete  
J L Wilson Concrete

**PART 3**





**PROPOSAL SCHEDULE  
DOCUMENT 00 4115**

**THIS PROPOSAL IS SUBMITTED BY:**

Algat Enterprises, Inc.  
(Firm/Company Name)

Re: **Sidewalk Repair & Replacement Project (2023-2025)**

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the **City of Belle Isle, Florida** in the form included in the Contract Documents, (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Contractor accepts all of the terms and conditions of the Contract Documents (Instructions to Contractors. This Proposal will remain subject to acceptance for 60 Days after the day of Proposal opening, unless there is a Proposal protest, then 90 days after the day of receipt of Proposals.
3. In submitting this Proposal, Contractor represents that Contractor has examined all of the Contract Documents, performed all necessary Pre-Proposal investigations, attended the mandatory Pre-Proposal Meeting (if any) and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Contractor
#1.	3/1/23	
#2	3/1/23	
#3	3/9/23	
#4	3/16/23	

4. Based on the foregoing, Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Proposal Schedule:

b.

elle IS 12

Check

we

328001

Original

APP: Silverdale Repair & Replacement (0003-0005)

APP: # 03-03

City of Belle Isle

Algot Enterprises, Inc.

1800 Pembroke Dr. Ste. 900 - # 3425

Orlando, FL 32815

MAR 30 '23 PM 1:07

### PROPOSAL SCHEDULE

PROPOSAL ITEMS – All proposal items, including Total Amount and Unit Prices, must be filled in completely. Proposal items are described in the Contract Documents. Quote in figures only, unless words are specifically requested.

Contractor proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money in the following Schedule of Proposal Prices:

ITEM No.	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	TOTAL ANNUAL AMOUNT
1.	Sidewalk Replacement	Square feet	\$ <u>11.00</u>	15,000	\$ <u>165,000.00</u>
2.	Standard Curb and Gutter with 2' wide AC conform	Lineal foot	\$ <u>65.00</u>	1,000	\$ <u>65,000.00</u>
3.	Root Barrier	Lineal foot	\$ <u>12.00</u>	100	\$ <u>1,200.00</u>
4.	Minor Concrete Repair (Reinforced Storm Drain Curb Inlet lid)	Each	\$ <u>N/A</u>	30	\$ <u>N/A</u>
5.	Residential Driveway Apron	Square feet	\$ <u>12.00</u>	4,000	\$ <u>48,000.00</u>
6.	Commercial Driveway Apron	Square feet	\$ <u>15.00</u>	100	\$ <u>1,500.00</u>
7.	Curb Ramp – Type A (per latest FDOT Detail)	Each	\$ <u>3,400.00</u>	1	\$ <u>3,400.00</u>
8.	Curb Ramp – Type B (per latest FDOT Detail)	Each	\$ <u>3,400.00</u>	1	\$ <u>3,400.00</u>
9.	Curb Ramp – Type C (per latest FDOT Detail)	Each	\$ <u>3,400.00</u>	1	\$ <u>3,400.00</u>
10.	Curb Ramp – Type D (per latest FDOT Detail)	Each	\$ <u>3,400.00</u>	1	\$ <u>3,400.00</u>
11.	Curb Ramp – Type E (per latest FDOT Detail)	Each	\$ <u>3,400.00</u>	1	\$ <u>3,400.00</u>
12.	Curb Ramp – Type F (per latest FDOT Detail)	Each	\$ <u>3,400.00</u>	1	\$ <u>3,400.00</u>



13.	Curb Ramp – Type G (per latest FDOT Detail)	Each	\$ <u>3400.00</u>	1	\$ <u>3400.00</u>
13.	Curb Ramp – Type H (per latest FDOT Detail)	Each	\$ <u>3400.00</u>	1	\$ <u>3400.00</u>

**TOTAL NOT TO EXCEED AMOUNT**      \$ 306300.00

Three hundred and six thousand - three hundred Dollars

(Indicate Proposal Price in words)

1. THE UNDERSIGNED ACKNOWLEDGES THAT PROPOSAL PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR IN THE SELECTION OF THE CONTRACTOR FOR THIS WORK. THE CITY WILL CONSIDER THE PROPOSAL COSTS FOR ALL PROPOSAL ITEMS IDENTIFIED HEREIN TOGETHER WITH THE CONTRACTOR QUALIFICATIONS AND REFERENCES TO FORM THE BASIS FOR ITS DECISION.
2. The undersigned Contractor understands that Owner reserves the right to reject this Proposal.
3. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Contractor within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Contractor will execute and deliver the documents required by Instructions to Contractors within the times specified therein.
4. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.
5. The undersigned Contractor agrees to commence Work on the date established in, and to complete all Work within the time specified in the Construction Services Agreement
6. The undersigned Contractor agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in Construction Services Agreement shall be as set forth in RFP.
7. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE PROPOSAL SCHEDULE.
8. Full compensation for all work required including saw cutting, asphalt concrete removal, excavation, backfilling using native or imported soil, grading and tree root cutting and removal, and site restoration, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the prices for "Square Foot of Sidewalk," or "Lineal Foot of Curb and Gutter," or "Square Foot of Driveway or Curb Ramp," "Lineal Foot of Root Barrier" or "Square Foot of Asphalt Concrete Patching" and no additional compensation will be allowed.
9. Proposal price shall include the repair and replacements of any minor irrigation systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.
10. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, and removal of utility markings, insurance and other services included herein.

11. The names of all persons interested in the foregoing Proposal as principals are:

**IMPORTANT NOTICE:** If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

**NAME OF CONTRACTOR:** Algat Enterprises, Inc.

licensed in accordance with an act for the registration of Contractors, and with license number: CGC1530957 Expiration: August 31, 2024

Illinois  
(Place of Incorporation, if Applicable) (Principal)  
  
(Principal)  
  
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

  
(Signature of Contractor)

**NOTE:** If Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 1800 Pembroke Dr. Ste 300 -#3425  
Orlando, FL 32810

Contractor's Representative(s): Adam Minossora/PM  
(Name/Title)  
Andrew Minossora/President  
(Name/Title)  
Kyle Rhamstine/Senior PM&Engineer  
(Name/Title)



Officers Authorized to Sign Contracts

Adam Minossora/PM

(Name/Title)

Andrew Minossora/President

(Name/Title)

Kyle Rhamstine/Senior PM&Engineer

(Name/Title)

Telephone Number(s):

(407)

(Area Code)

773-5037

(Number)

(407)

(Area Code)

221-2045

(Number)

Fax Number(s):

(813)

(Area Code)

309-6608

(Number)

(Area Code)

(Number)

Date of Proposal:

3/30/23

IMPORTANT NOTICE:

If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

\* END OF DOCUMENT \*

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PART 4

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Orange

Adam Minossora being first duly sworn deposes and says that:

- (1) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Algot Enterprises Inc the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: [Signature]  
 Title: PM/OFFICER  
 Company: Algot Enterprises, Inc.

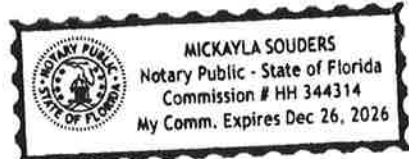
STATE OF FLORIDA  
 COUNTY OF Orange

Sworn, to and subscribed before me this 30 day of March, 2023

by Adam Minossora

[Signature]  
 Signature of Notary Public

Personally known, or  
 Produced Identification  
Drivers License  
 Type of ID Produced



\* END OF DOCUMENT \*

PART 5

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: [Signature]

Title: PM/ OFFICER

STATE OF FLORIDA  
COUNTY OF Orange

Sworn to and subscribed before me this 30  
day of March, ~~2022~~, by 2023  
MS

[Signature]  
Signature of Notary Public

Personally known, or  
 Produced Identification  
Drivers License  
Type of ID Produced



\* END OF DOCUMENT \*

**PART 6**  
**CONTRACTOR'S REGISTRATION AND**  
**INSURANCE VERIFICATION FORM**

*(To be Completed by Contractor and Submitted with Cost Proposal)*

**INDEPENDENT CONTRACTOR REGISTRATION**

Contractor's License # CGC1530957

Date: 3/30/23 Fed I.D. # 84-1815310

Full Corporate Name of Company: Algat Enterprises, Inc.

Street Address: 1800 Pembroke Dr. Ste. 300 -#3425

Orlando, FL 32810

Mailing Address: 1800 Pembroke Dr. Ste. 300 -#3425

Orlando, FL 32810

Email Address: Office@algatenterprises.com

Phone: (407)221-2045 Fax: N/A

Name of Principal Contact: Andrew Minossora

Type of Business:  Sole Proprietor  Partnership  
 Non-Profit 501(c)(3)  Corporation  
 other (please explain: \_\_\_\_\_)

**INSURANCE**

**Workers' Compensation:**

Carrier: Berkshire Hathaway Direct Insurance Company

Address: P.O. Box 113247 Stamford, CT 06911

Phone and Fax: 844-472-0967 fax:203-654-3613

Policy Number: N9WC780356

**General Liability:**

Carrier: Berkshire Hathaway Direct Insurance Company

Address: P.O. Box 113247 Stamford, CT 06911

Phone and Fax: 844-472-0967 fax:203-654-3613

Policy Number: N9BP775291

Policy Limits: \$ Each Occurance: 1,000,000 General Aggregate: 2,000,000 Etc.

A.M. Best Rating: A++

**Automobile Liability:**

Carrier: Berkshire Hathaway Direct Insurance Company

Address: P.O. Box 113247 Stamford, CT 06911

Phone and Fax: 844-472-0967 fax:203-654-3613

Policy Number: 0015586-01-CA

Policy Limits: \$ 1,000,000

A.M. Best Rating: A++

**All-risk Course of Construction:**

Carrier: Berkshire Hathaway Direct Insurance Company

Address: P.O. Box 113247 Stamford, CT 06911

Phone and Fax: 844-472-0967 fax:203-654-3613

Policy Number: A N9UM775358

Policy Limits: \$ 1,000,000

A.M. Best Rating: A++

**CONTRACTOR CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

  
SIGNATURE

3/30/23  
DATE

\* END OF DOCUMENT \*

### PART 7

#### CONTRACTOR'S QUALIFICATIONS AND REFERENCES (To be Completed by Contractor and Submitted with Cost Proposal)

Name of Contractor: Algat Enterprises, Inc.

1. The Contractor has been engaged in the contracting business, under the present business name for 17 years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of 17 years.
3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.)

No

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a) <u>2023</u>	<u>Concrete</u>	<u>108,754.79</u>	<u>Polk County Group 1: 1 year contract</u>
(b) <u>2023</u>	<u>Concrete</u>	<u>119,074.00</u>	<u>Polk County Group 2: 1 year contract</u>
(c) <u>2023</u>	<u>Concrete</u>	<u>350,000.00</u>	<u>Sarasota, Randy Olszewski</u>
(d) <u>2021</u>	<u>Concrete</u>	<u>82,000.00</u>	<u>Lakeland, Reynolds Painting Group</u>
(e) <u>2022</u>	<u>Concrete</u>	<u>\$123,850.00</u>	<u>Marion County Rotary Sportsplex</u>

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):


NAME/TITLE	ADDRESS	TELEPHONE
(a) <u>Angela Spieler PM</u>	<u>3000 Sheffield Road Winter Haven, FL 33880</u>	<u>863.535.2276</u>
(b) <u>Angela Spieler PM</u>	<u>3000 Sheffield Road Winter Haven, FL 33880</u>	<u>863.535.2276</u>
(c) <u>Randy Olszewski Owner</u>	<u>7760 Holiday Dr Sarasota, FL 34231</u>	<u>630.310.1850</u>
(d) <u>David Ochoa PM</u>	<u>503 US-301, Tampa, FL 33619</u>	<u>813.863.0784</u>
(e) <u>Joey Amodo PM</u>	<u>2631 SE Third St., Ocala, FL 34471</u>	<u>352.433.3024</u>

6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
<u>Multiple</u>	<u>Dumpster Trailer</u>	<u>New</u>	<u>Orlando</u>
<u>Multiple</u>	<u>Concrete Saws</u>	<u>New</u>	<u>Orlando</u>
<u>2</u>	<u>Trucks F-150 &amp; F-250</u>	<u>New</u>	<u>Orlando</u>
<u>          </u>	<u>Multiple Misc. Equip</u>	<u>          </u>	<u>          </u>

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor: 

Adam Minossora PM  
Print Name and Title

\* END OF DOCUMENT \*



**PART 8**  
**NON-DEBARMENT AFFIDAVIT**

Adam Minossora Being first duly sworn, deposes and says that:

He/She is Owner of Algot Enterprises Inc the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

- 1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
- 2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
- 3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
- 4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions(Federal, State or local) terminated for cause or default; and
- 5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

Check here if an explanation is attached to this affidavit.

By: *Adam Minossora*  
 Print Name: Adam Minossora  
 Title: PM/OFFICER  
 Date: 3/30/23

STATE OF FLORIDA )  
 COUNTY OF Orange )

The foregoing Agreement was acknowledged before me this 30 day of March, <sup>MS</sup>~~2022~~ <sup>2023</sup>, by Adam Minossora, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced Drivers License as identification.

NOTARY'S SEAL:

*Mickayla Souders*  
 NOTARY PUBLIC, STATE OF FLORIDA



Mickayla Souders  
 Name of Acknowledger, typed, printed, or Stamped

\* END OF DOCUMENT \*

## PART 9

### DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Algat Enterprises, Inc.

COMPANY NAME



VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**

# PART 10

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Adam Minossora and PM, on behalf of Algat Enterprises, Inc.  
Print Name and Title Company Name

certify that Algat Enterprises, Inc. does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Algat Enterprises, Inc.  
COMPANY NAME  
Adam Minossora  
PRINT NAME  
PM  
TITLE

  
SIGNATURE

**Must be executed and returned with attached proposal to be considered**

Contract Requirements 2  
Sidewalk Repair & Replacement (RFP 23-03)



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

**RHAMSTINE, KYLE LOHMANN**

ALGAT ENTERPRISES INCORPORATED  
1800 PEMBROOK DRIVE SUITE 300 3425  
ORLANDO FL 32810

**LICENSE NUMBER: CGC1530957**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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.



This Certifies that  
**ADAM MINOSSORA**

Has Completed a Florida Department of Transportation Approved  
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 10/15/2025

Certificate # 77946

Instructor: Michael Hernandez FDOT Provider # 249

myTTConline  
Phone: 407-901-0206  
83 Geneva Dr. Ste. 621394  
Oviedo, FL 32762  
myttconline.com  
support@myttconline.com

myTTConline

# Certificate of Completion

**ADAM MINOSSORA**

Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.

10/15/2025

249

Michael Hernandez

77946

Date Expires

FDOT Provider #

Instructor

Certificate #

**myTTC**online

myTTCOnline  
83 Geneva Dr. Ste. 621394  
Oviedo, FL 32762  
myttconline.com  
support@myttconline.com



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Algat Enterprises Inc.**

2 Business name/disregarded entity name, if different from above  
**Algat Enterprises Inc**

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

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

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

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**1800 Pembroke Dr suite 300**

6 City, state, and ZIP code  
**Orlando FL 32810**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

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

or

**Employer identification number**

8	4	-	1	8	1	5	3	1	0
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**    Signature of U.S. person ▶ *Andrew Minossora*    Date ▶ **08/05/2021**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



**PART 3**

**PROPOSAL SCHEDULE  
DOCUMENT 00 4115**

**THIS PROPOSAL IS SUBMITTED BY:**

Garcia Civil Contractors  
(Firm/Company Name)

Re: **Sidewalk Repair & Replacement Project (2023-2025)**

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the **City of Belle Isle, Florida** in the form included in the Contract Documents, (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Contractor accepts all of the terms and conditions of the Contract Documents (Instructions to Contractors. This Proposal will remain subject to acceptance for 60 Days after the day of Proposal opening, unless there is a Proposal protest, then 90 days after the day of receipt of Proposals.
3. In submitting this Proposal, Contractor represents that Contractor has examined all of the Contract Documents, performed all necessary Pre-Proposal investigations, attended the mandatory Pre-Proposal Meeting (if any) and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Contractor
1 # 2	3/1/23	
3	3/9/23	
4	3/14/23	

4. Based on the foregoing, Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Proposal Schedule:



**Bid Submittal for Bid # 23-03  
SIDEWALK REPAIR &  
REPLACEMENT (2023-2025)**

Opening Date:

**March 30, 2023**

**2:00 PM**

On behalf of:

**Garcia Civil Contractors**

**3361 Rouse Road**



City of Belle Isle  
1600 Nela Avenue  
Belle Isle, FL 32809

MAR 30 '23 AM 10:20

A handwritten signature in black ink, appearing to read "L. Smoo".

### PROPOSAL SCHEDULE

PROPOSAL ITEMS – All proposal items, including Total Amount and Unit Prices, must be filled in completely. Proposal items are described in the Contract Documents. Quote in figures only, unless words are specifically requested.

Contractor proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money in the following Schedule of Proposal Prices:

ITEM No.	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	TOTAL ANNUAL AMOUNT
1.	Sidewalk Replacement	Square feet	\$ <u>9.42</u>	15,000	\$ <u>141,300.00</u>
2.	Standard Curb and Gutter with 2' wide AC conform	Lineal foot	\$ <u>56.33</u>	1,000	\$ <u>56,330.00</u>
3.	Root Barrier	Lineal foot	\$ <u>30.09</u>	100	\$ <u>3,009.00</u>
<del>4.</del>	<del>Minor Concrete Repair (Reinforced Storm Drain Curb Inlet lid)</del>	<del>Each</del>	<del>\$ _____</del>	<del>30</del>	<del>\$ _____</del>
5.	Residential Driveway Apron	Square feet	\$ <u>23.16</u>	4,000	\$ <u>92,640.00</u>
6.	Commercial Driveway Apron	Square feet	\$ <u>51.82</u>	100	\$ <u>5,182.00</u>
7.	Curb Ramp – Type A (per latest FDOT Detail)	Each	\$ <u>5,039.26</u>	1	\$ <u>5,039.26</u>
8.	Curb Ramp – Type B (per latest FDOT Detail)	Each	\$ <u>5,039.26</u>	1	\$ <u>5,039.26</u>
9.	Curb Ramp – Type C (per latest FDOT Detail)	Each	\$ <u>5,039.26</u>	1	\$ <u>5,039.26</u>
10.	Curb Ramp – Type D (per latest FDOT Detail)	Each	\$ <u>5,039.26</u>	1	\$ <u>5,039.26</u>
11.	Curb Ramp – Type E (per latest FDOT Detail)	Each	\$ <u>5,039.26</u>	1	\$ <u>5,039.26</u>
12.	Curb Ramp – Type F (per latest FDOT Detail)	Each	\$ <u>5,039.26</u>	1	\$ <u>5,039.26</u>

13.	Curb Ramp – Type G (per latest FDOT Detail)	Each	\$ <u>5,039.26</u>	1	\$ <u>5,039.26</u>
13.	Curb Ramp – Type H (per latest FDOT Detail)	Each	\$ <u>5,039.26</u>	1	\$ <u>5,039.26</u>

**TOTAL NOT TO EXCEED AMOUNT**      \$ 338,775.08

Three hundred thirty eight thousand seven hundred seventy five and eight cents.  
 (Indicate Proposal Price in words)

1. THE UNDERSIGNED ACKNOWLEDGES THAT PROPOSAL PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR IN THE SELECTION OF THE CONTRACTOR FOR THIS WORK. THE CITY WILL CONSIDER THE PROPOSAL COSTS FOR ALL PROPOSAL ITEMS IDENTIFIED HEREIN TOGETHER WITH THE CONTRACTOR QUALIFICATIONS AND REFERENCES TO FORM THE BASIS FOR ITS DECISION.
2. The undersigned Contractor understands that Owner reserves the right to reject this Proposal.
3. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Contractor within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Contractor will execute and deliver the documents required by Instructions to Contractors within the times specified therein.
4. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.
5. The undersigned Contractor agrees to commence Work on the date established in, and to complete all Work within the time specified in the Construction Services Agreement
6. The undersigned Contractor agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in Construction Services Agreement shall be as set forth in RFP.
7. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE PROPOSAL SCHEDULE.
8. Full compensation for all work required including saw cutting, asphalt concrete removal, excavation, backfilling using native or imported soil, grading and tree root cutting and removal, and site restoration, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the prices for "Square Foot of Sidewalk," or "Lineal Foot of Curb and Gutter," or "Square Foot of Driveway or Curb Ramp," "Lineal Foot of Root Barrier" or "Square Foot of Asphalt Concrete Patching" and no additional compensation will be allowed.
9. Proposal price shall include the repair and replacements of any minor irrigation systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.
10. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, and removal of utility markings, insurance and other services included herein.

11. The names of all persons interested in the foregoing Proposal as principals are:

**IMPORTANT NOTICE:** If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

**NAME OF CONTRACTOR:** Eduardo Garcia - Garcia Civil Contractors LLC

licensed in accordance with an act for the registration of Contractors, and with license number ACC1520952 Expiration: 08/31/2024

Florida (Place of Incorporation, if Applicable) Eduardo Garcia (Principal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

  
\_\_\_\_\_  
(Signature of Contractor)

**NOTE:** If Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 3361 Rouse Rd  
Suite #130  
Orlando, FL 32817

Contractor's Representative(s): Eduardo Garcia / principal  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Officers Authorized to Sign Contracts

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Telephone Number(s):

(407) 580-6051  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Fax Number(s):

N/A  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Date of Proposal:

March 30, 2023

**IMPORTANT NOTICE:**

If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

\* END OF DOCUMENT \*

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PART 4

NON-COLLUSIVE AFFIDAVIT

State of FL)

County of Orange)

Edvarado Garcia being first duly sworn deposes and says that:

- (1) He/she is the owner, (Owner, Partner, Officer, Representative or Agent) of Garcia Civil Contractors the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: [Signature]

Title: Principal

Company: Garcia Civil Contractors

STATE OF FLORIDA  
COUNTY OF Orange

Sworn, to and subscribed before me this 15<sup>th</sup> day of March, 2023,

by Oscar Garcia.

Personally known, or  
 Produced Identification

Type of ID Produced \_\_\_\_\_

Signature of Notary Public [Signature]



\* END OF DOCUMENT \*



**PART 5**

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

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

Title: principal

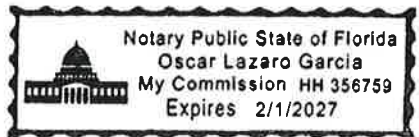
STATE OF FLORIDA  
COUNTY OF Orange

15th Sworn to and subscribed before me this \_\_\_\_\_  
day of March, 2023 by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Personally known, or  
 Produced Identification

\_\_\_\_\_  
Type of ID Produced



\* END OF DOCUMENT \*

**PART 6**

**CONTRACTOR'S REGISTRATION AND  
INSURANCE VERIFICATION FORM**

*(To be Completed by Contractor and Submitted with Cost Proposal)*

**INDEPENDENT CONTRACTOR REGISTRATION**

Contractor's License # CGC1520952

Date: March 15, 2023 Fed I.D. # 85-1678853

Full Corporate Name of Company: Garcia Civil Contractors LLC

Street Address: 3361 Rouse Rd, suite #130  
Orlando, FL 32817

Mailing Address: 3361 Rouse Rd, suite #130  
Orlando, FL 32817

Email Address: Eddy @ garciacivil.com

Phone: (407) 580-6051 Fax: \_\_\_\_\_

Name of Principal Contact: Eduardo Garcia

Type of Business:  Sole Proprietor  Partnership  
 Non-Profit 501(c)(3)  Corporation  
 other (please explain: \_\_\_\_\_)

**INSURANCE**

**Workers' Compensation:**

Carrier: Amerisure Mutual Insurance Company

Address: 26777 Haisted Rd. Farmington Hills, MI 48331

Phone and Fax: 800-333-4202

Policy Number: WC-2120612-00

**General Liability:**

Carrier: Amerisure Mutual Insurance Company

Address: Same as above

Phone and Fax: Same

Policy Number: GL 212 0614 0002

Policy Limits: \$ 1,000,000 / \$2,000,000

A.M. Best Rating: A

**Automobile Liability:**

Carrier: Amerisure Mutual Insurance Company

Address: Same

Phone and Fax: Same

Policy Number: CA21206110002

Policy Limits: \$ 1,000,000

A.M. Best Rating: A

**All-risk Course of Construction:**

Carrier: Amerisure

Address: Same

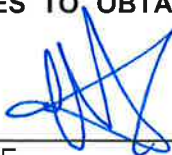
Phone and Fax: Same

Policy Number: CU 2120615002

Policy Limits: \$ 5,000,000

A.M. Best Rating: A

CONTRACTOR CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.



\_\_\_\_\_  
SIGNATURE

March 15, 2023

\_\_\_\_\_  
DATE

\* END OF DOCUMENT \*

## PART 7

### CONTRACTOR'S QUALIFICATIONS AND REFERENCES

(To be Completed by Contractor and Submitted with Cost Proposal)

Name of Contractor: Garcia Civil Contractors

1. The Contractor has been engaged in the contracting business, under the present business name for 3 years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of 20 years.
3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.) **No**

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a) <u>2021</u>	Concrete Curb/sidewalk	<u>\$97,780</u>	Brevard City. Road & Bridge Annual Contract. Multiple Locations throughout Brevard
(b) <u>2022</u>	Concrete Curb/sidewalk	<u>\$654,595</u>	Brevard City. Road & Bridge Annual Contract. Multiple Locations throughout Brevard
(c) <u>2023</u>	Concrete Curb/sidewalk	<u>\$305,383</u>	Brevard City. Road & Bridge Annual Contract. Multiple Locations throughout Brevard
(d) <u>2023</u>	Concrete Curb/sidewalk	<u>\$185,400</u>	City of Cocoa Beach. S. Brevard Ave & 4th St.
(e) <u>2022</u>	Concrete Curb/sidewalk/ drainage	<u>\$274,429</u>	City of Tavares/ MARBEK Construction
<u>2022</u>	Concrete Curb/sidewalk	<u>\$62,343</u>	Ranger Construction. 417 & E. Lake Mary Blvd & N. Ronald Reagan Blvd.

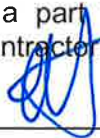
5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

NAME/TITLE	ADDRESS	TELEPHONE
(a) <u>James Wham</u>	<u>555 Cone Road Merritt Island, Florida 32952</u>	<u>321-350-8308</u>
(b) <u>Jared Francis</u>	<u>1600 Minutemen Causeway Cocoa Beach, FL 32931</u>	<u>321-868-3219</u>
(c) <u>Rick Marchand</u>	<u>614 E Hwy 50 Ste 324 Clermont, Fla. 34711</u>	<u>352-242-1084</u>
(d) <u>Rodney Willix</u>	<u>1200 Elboc Way Winter Garden, Florida 34787</u>	<u>561-933-2328</u>
(e) <u>Tony Zirpoli</u>	<u>707 Nicolet Ave. Ste. 100A Winter Park, FL 32789</u>	<u>407-628-1965</u>

6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
1	Catpillar 304 <sup>Mini</sup> excavator	EXcellent	Orlando, FL
1	Cat. 305 Mini Excavator	"	"
1	Cat. Skid Steer	"	"
2	Ford F250 crew Truck	"	"
1	Chevy Silverado #2500 (Attach additional sheets as necessary)	"	"

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor: 

Eduardo Garcia, Principal  
Print Name and Title

\* END OF DOCUMENT \*

**PART 8**  
**NON-DEBARMENT AFFIDAVIT**

Eduardo Garcia Being first duly sworn, deposes and says that:

He/She is principal of Garcia Civil Contractors the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions(Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

Check here if an explanation is attached to this affidavit.

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

Print Name: EdUARdo Garcia

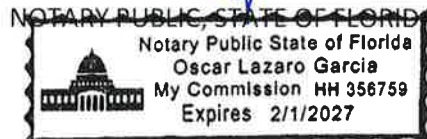
Title: Principal

Date: March 15, 2023

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing Agreement was acknowledged before me this 15<sup>th</sup> day of March, 2023, by \_\_\_\_\_, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY'S SEAL:



Name of Acknowledger, typed, printed, or Stamped

\* END OF DOCUMENT \*



## PART 9

### DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Garcia Civil Contractors  
COMPANY NAME

[Signature]  
VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**



# PART 10

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Eduardo Garcia, principal, on behalf of Garcia Civil Contractors,  
Print Name and Title Company Name

certify that Garcia Civil Contractors does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Garcia Civil Contractors  
COMPANY NAME  
Eduardo Garcia  
PRINT NAME  
principal  
TITLE

  
SIGNATURE

**Must be executed and returned with attached proposal to be considered**

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**City of Belle Isle**  
**Belle Isle, Florida**



**REQUEST FOR PROPOSAL**  
**SIDEWALK REPAIR &**  
**REPLACEMENT (2023-2025)**  
**RFP #23-03**

**PROPOSAL DUE: March 2, 2023 by 3:00 P.M.**

**SUBMIT PROPOSAL TO:**  
City of Belle Isle  
ATTN: City Clerk  
1600 Nela Avenue  
Belle Isle, FL 32809

Issue Date: January 25, 2023

b.

RFP 23-03 SIDEWALK REPAIR - REPLACEMENT



City of Belle Isle  
1600 Nela Avenue  
Belle Isle, FL 32809

MAR 15 '23 PM 1:53

*M*

GROUND WERKS INC.

The City of Belle Isle will receive sealed competitive responses for the following until no later than **3:00 PM, March 2, 2023**.

**SIDEWALK REPAIR & REPLACEMENT (2023-2025)**

**RFP #23-03**

RFP Documents and Specifications are available to download from the City of Belle Isle website, [www. https://www.belleislefl.gov/rfps](https://www.belleislefl.gov/rfps) and the Demandstar website at [www.demandstar.com](http://www.demandstar.com). Questions regarding the RFP requirements or process can be directed in writing to Bob Francis, City Manager at [bfrancis@belleislefl.gov](mailto:bfrancis@belleislefl.gov).

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- PART 3 PROPOSAL SCHEDULE**
- PART 4 NON-COLLUSION AFFIDAVIT**
- PART 5 NON-DISCRIMINATION AFFIDAVIT**
- PART 6 CONTRACTOR'S REGISTRATION AND INSURANCE FORM**
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- PART 8 NON-DEBARMENT AFFIDAVIT**
- PART 9 DRUG FREE CERTIFICATION**
- PART 10 PROHIBITED COMPANIES CERTIFICATION**

### CONTRACT

#### DIVISION 0 - CONTRACT REQUIREMENTS

- 00 5105 Notice of Award**
- 00 5205 Construction Services Agreement, including:**
  - Appendix A Scope of Work**
  - Appendix B General Conditions**
  - Appendix C Insurance**
  - Appendix D Construction Performance Bond**
  - Appendix E Construction Labor and Materials Payment Bond**
  - Appendix F Supplemental Conditions**

#### DIVISION 1 - GENERAL AND TECHNICAL REQUIREMENTS

- 01010 Summary of Work**
- 01025 Measurement and Payment**
- 01500 Construction Facilities and Temporary Controls**

**01570 Traffic Control**  
**01580 Construction Methods**  
**Standard Details and Attachments**

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**PART 1**  
**SCOPE OF WORK**

1-1 Scope of Work

- A. The work consists of furnishing all labor, materials, equipment and services necessary to complete the removal and replacement of concrete sidewalks, curbs and gutters, driveways, curb ramps, curb inlets, asphalt concrete pavement tie-in, and miscellaneous concrete repairs as may be requested within the City of Belle Isle on an as needed basis during the term of the contract. All work shall include necessary traffic control. The locations of work will be throughout the City. Concrete replacement shall be completed within thirty (30) calendar days from commencement of work. Work shall commence within fourteen (14) calendar days) of notification by the City.
- B. The City reserves the right to add or delete any identified work. All work performed shall be measured and paid based on the contract unit prices identified in the proposal schedule. The unit prices shall not be subject to change based on the addition or deletion of work.

1-2 Location and Description of Work

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backfilling, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Belle Isle.

To provide guidance to the proposers in preparing the proposal schedule, the type of work expected to be performed is as follows:

A. Project Areas:

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter, or perform other concrete repairs as listed in **Part 3—Proposal Schedule** at one or more locations during the term of the contract. While there will be no minimum quantities for work the City will use its best efforts to ensure that the work order contains no less than one thousand (1000) square feet of sidewalk, two hundred (200) linear feet of curb and gutter, or four (4) curb ramps. The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be 25 square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

All work performed shall be measured and paid for based on the contract unit prices listed in **Part 3 - Proposal Schedule**.

1-3 Duration of Contract and Budget

The Sidewalk Repair & Replacement (2023 -2025) will be for a contract period of three (3) years. The contract start date will be determined after approval of the agreement by the Belle Isle City Council. The target date for Council approval is March 7, 2023. The City Council approved and allocated \$500,000 for year 1 of this project and it is anticipated, but not guaranteed that an additional \$500,000 will be allocated for year 2 and \$250,000 may be allocated in year 3, depending on year 1 and year 2 progress.

1-4 Conditions

- A. In submitting a proposal for this project, the Contractor acknowledges that they are familiar with all conditions and requirements included herein.
- B. The Contractor shall be responsible for ensuring that all work performed on this project is in strict compliance with the applicable Codes, regulations, and project requirements. Included in this RFP is the City's sidewalk policy for review and guidance for construction of sidewalks.
- C. The Contractor shall obtain and pay for all permits, licenses and any other related fees required for this work. The Contractor shall possess and maintain a current State of Florida license and a City of Belle Isle Business License throughout the duration of the contract.
- D. The Contractor shall maintain insurance provisions as required in the contract.

1-5 General

- A. Contractor shall assign and identify one person that the City can contact regarding the work throughout construction.
- B. Contractor shall be responsible for jobsite security, safety, and cleanliness and shall properly barricade, secure, and delineate all areas from the time work begins until the work is complete and the areas are opened for use.
- C. Any excavated areas shall not be left open over the weekend. All significant phases of concrete work must be completed within the same week (Monday to Friday) as they are started. Debris cannot be stored on site and must be removed promptly. See Traffic Control section.
- D. Contractor's activities shall be limited to the hours between 7:00 AM and 7:00 PM Monday through Friday. The Contractor shall not start, operate, move or work on any equipment prior to 7:00 AM. Deviation from these hours will not be permitted without prior written approval from the City, except in the event of emergencies involving immediate hazard to persons or property.
- E. The Contractor shall have **thirty (30) calendar days from the date of commencement of work to complete all work. Work shall commence within fourteen (14) calendar days of notification** by the City.

1-6 Award

City of Belle Isle reserves the right to award this project to the Contractor it considers most suitable to perform the work, or to multiple Contractors meeting the requirements. The City will consider the proposal costs for all items identified together with the Contractor's qualifications and references to form the basis for its decision. The award will be based, in part, on the lowest proposal schedule total; however, proposal price alone will not be the sole determining factor in the selection of the Contractor for this work.

It should be noted that the estimated quantities are for proposal purposes only and are not to be construed as actual quantities. The City reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract.

The City reserves the right to reject any or all proposals, and to waive any irregularities in the proposals received.

1-7 Changes in Work

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair or replacement locations are added or deleted from the scheduled maintenance program.

Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

See Section 1.5 CHANGES in Appendix F of the Contract Services Agreement.

1-8 Order of Work

Concrete repairs will be required throughout the City of Belle Isle.

A. Project Areas:

Work be issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall **complete any given work order within thirty (30) calendar days of the commencement of work.** Work shall **commence within fourteen (14) calendars days of notification by the City.**

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

1-9 Compensation

A. Invoicing Requirements

Payment for all work items shall be paid as identified in the Proposal Schedule. Invoices shall be submitted for payment on a monthly basis when the work for that month is completed.

Progress payments shall itemize and account for the costs and quantities of work based on each location of work. See Section 1.05—CHANGES in Appendix F of the Contract Services Agreement. Partial payments, except the final payment, shall not be made for periods of less than one month.

B. Cost of Living Adjustment

At the end of the first year of the contract period, the unit rates in the proposal may, upon Contractor request or evaluation by the City, be increased or decreased in direct proportion to the increase or decrease in the Consumer Price Index (CPI) for the past year (July to June). The CPI shall be the Orlando Consumer Price Index for all urban wage earners. The Contractor shall submit to the City a revised unit price schedule and supporting CPI information for any requested changes.

1-10 Liquidated Damages

Once work is started on any given work order, work must be completed within thirty (30) calendar days. For each calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 100.00 (One Hundred and 00/100 Dollars) per calendar day until the work is complete.

For all work, once the City notifies the contractor, work must commence within fourteen (14) calendar days. For each calendar day in excess of the time specified for commencement of work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 50.00 (Fifty and 00/100 Dollars) per calendar day until the work is commenced.

1-11 Process

The City will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work. The Contractor and City will agree on the limits of the work and the Contractor will place markings on the sidewalk (or other frontage improvement) to identify the limits of the work to be performed.

1-12 Notifications

The City shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills or door hangers to be prepared and furnished by the City. Handbills or door hangers shall be distributed 7 calendar days prior to the commencement of work. The handbills or door hangers shall contain information regarding the work, dates and hours of the work to be clearly identified.

1-14 Review of Contract Documents and Job Sites

The Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions with the information in the Contract Documents and the City's Sidewalk Policy before commencing activities. Errors, inconsistencies or the discovery of unforeseen conditions shall be reported to the City immediately.

1-15 Inspection of the Work

- A. The Contractor shall notify the City forty-eight (48) hours in advance of the start of work in any area.
- B. All work performed and all materials furnished shall be subject to inspection and approval of the City. The Contractor shall notify the City at least 24 hours in advance of the work locations that have been exposed and requested to be inspected by the City. Contractor shall not begin concrete replacement without said inspection and approval by the City.
- C. Any work performed without proper inspection will be subject to rejection. Any corrective work required due to rejected work will be performed at the Contractor's expense. The Contractor shall furnish the City with documentation to ascertain that the materials used, methods employed, and workmanship provided is in accordance with the specifications.
- D. Work not properly performed will be subject to rejection. Any work performed in unauthorized areas or in a manner unacceptable to the City may be rejected and no payment will be made for rejected work.
- E. Inspection of the work does not relieve the Contractor of its obligation to fulfill the conditions of the contract.

1-16 Removal of Utility Markers

It shall be the Contractor's responsibility to remove all underground utility markings after construction is complete. The cost for removal of utility markings shall be included in various items of work and no additional compensation shall be allowed.

1-17 Permits

The Contractor shall be responsible for obtaining any necessary permits and other agency permits prior to commencement of any work. Permit fees will be waived for City issued permits.

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## PART 2

### INSTRUCTIONS TO CONTRACTORS

Proposals are requested by Owner, for a general construction contract, or work described in general, as set forth by the following terms.

#### ARTICLE 1 - PROCEDURES FOR SUBMISSION OF PROPOSALS

##### 1.01 Required Pre-Proposal Investigations

- A. Prior to submission of Proposal, Contractor must conduct a careful examination of Proposal Documents and understand the nature and extent, and location of Work to be performed.

##### 1.02 Contractor Questions and Answers

- A. Contractors must direct all questions about the meaning or intent of Proposal Documents to Owner in writing prior to 4:00 PM on February 20, 2023. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda mailed, faxed, or delivered to all parties recorded by Owner as having received Proposal Documents. Owner may not answer questions received after the date listed above.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Contractors shall not rely on oral statements.

##### 1.03 Addenda

- A. Addenda may also be issued to modify the Proposal Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Proposal Schedule and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

#### ARTICLE 2 - RECEIPT OF PROPOSALS

##### 2.01 Date and Time

Proposals are due on **March 2, 2023, at 3:00 pm**. Contractors must submit Proposals in accordance with this Document (Instructions to Contractors).

##### 2.02 Required Contents of Proposal – Contractors must submit ALL of the following:

- A. **Part 3-Proposal Schedule– Contractors must complete all Proposal items and supply all information required by Proposal documents.**
- B. **Part 4-Non-Collusion Affidavit**
- C. **Part 5- Non-Discrimination Affidavit**
- D. **Part 6-Contractor’s Registration and Insurance Verification Form**
- E. **Part 7-Contractor’s Qualifications and References**
- F. **Part 8- Non-Debarment Affidavit**
- G. **Part 9-Drug Certification**
- H. **Part 10-Certification of Prohibited Companies**

##### 2.03 Submittal Instructions

Sealed proposals must be received no later than **March 2, 2023, at 3:00 pm** at the address below. Each sealed proposal should be clearly marked and identified as follows:

**City of Belle Isle**  
**Office of the City Manager**  
**1600 Nela Avenue**  
**Belle Isle, Florida 32809**  
**"Sidewalk Repair and Replacement RFP#23-03"**

Each proposer shall submit one (1) original, one (1) copy and one (1) digital (USB Flash Drive in pdf format) proposal.

No email submissions will be accepted.

The responsibility for submitting this proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The City is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered nonresponsive.

**ARTICLE 3 –PROPOSAL EVALUATION**

**3.01 Selection of Contractor**

Owner will initially evaluate each proposal for responsiveness, and make a determination of the most qualified company and reasonable proposal.

Proposal price alone will not be the sole determining factor in the selection of the contractor for this work. The City will consider the proposal costs for all proposal items identified herein together with the contractor qualifications, company history, capabilities, and references to form the basis for its decision. All Contractors are required to submit Prices on all Proposal items.

Owner will evaluate the selected contractor for responsiveness and for responsibility.

**3.02 Evaluation of Proposals**

Proposals must be full, complete, clearly written and include the required forms. Contractors shall make any change in the Proposal by crossing out the original entry, entering and initialing the new entry. Contractor's failure to submit all required documents strictly as required entitles Owner to reject the Proposal as non-responsive. All Contractors must submit Proposals containing each of the fully executed documents supplied in this RFP.

In evaluating Proposals, Owner will consider Contractors' qualifications, whether or not the Proposals comply with the prescribed requirements, unit prices, and other data, as may be requested in **Part 3 – Proposal Schedule**.

Owner may conduct reasonable investigations and reference checks of Contractor and other persons and organizations as Owner deems necessary to assist in the evaluation of any Proposal and to establish Contractor's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Proposal constitutes Contractor's consent to the foregoing.

Owner shall have the right to consider information provided by sources other than Contractor. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**3.03 Reservation of Rights**

Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Proposals and to reject the Proposal of any Contractor as non-responsive as a result of any error or omission in the Proposal.

If Owner believes that it would not be in the best interest of Project to make an award to that Contractor, whether because the Proposal is not responsive, the Contractor is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.

For purposes of this paragraph, an "unbalanced Proposal" is one having nominal prices for some Proposal items and enhanced prices for other Proposal items.



Owner may reject any or all Proposals and waive any informalities or minor irregularities in the proposals. Owner also reserves the right, in its discretion, to reject any or all Proposals and to re-issue the RFP.

If the Owner believes it would be in the best interest of the City to make multiple awards, the City may do so.

**3.04 Required Contractor Registration**

- A. Owner shall accept Proposals only from Contractors that (along with all Subcontractors) are currently registered and qualified to perform public work pursuant to Florida Statutes Chapter 448, GENERAL LABOR REGULATIONS..
- B. Any Proposal not complying with paragraph 3.04.A, above, shall be returned and not considered.

**ARTICLE 4 MANDATORY PROPOSAL PROTEST PROCEDURES**

**4.01 Submission of Written Proposal Protest**

- A. Any Proposal protest in connection with the construction contract must be submitted in writing to the **City Clerk's Office, located at 1600 Nela Ave., Belle Isle, FL 32809**, before 5:00 P.M. of the fifth Business Day following receipt of Proposals.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party. Only Contractors who the Owner otherwise determines are responsive and responsible are eligible to protest a Proposal; protests from any other Contractor will not be considered. In order to determine whether a protesting Contractor is responsive and responsible, Owner may evaluate all information contained in any protesting Contractor's Proposal.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Contractors who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

**4.02 Exclusive Remedy**

- A. The procedure and time limits set forth in this paragraph are mandatory and are Contractor's sole and exclusive remedy in the event of Proposal protest. Contractor's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings. A Contractor may not rely on a protest submitted by another Contractor, but must timely pursue its own protest.

**ARTICLE 5 AWARD AND EXECUTION OF CONTRACT**

**5.01 Notice of Award and Submittal of Executed Contract Documents**

- A. If Contract is to be awarded, it will be awarded to the most qualified Contractor (s) within ninety (90) days after receipt of the Proposals.
- B. Owner will issue Notice of Award. Contractor must execute and submit to Owner the **"Required Contract Documents and Proof of Insurance"** set forth below, by **5:00 p.m. of the 7th Day following the Notice of Award.**

**5.02 Required Contract Documents and Proof of Insurance**

- A. Construction Services Agreement fully executed by successful Proposer (s).  
Submit two originals, each bearing an original signature on the signature page and initials on each page.

- B. Insurance certificates and endorsements required by Appendix C: Submit one original set.
- C. If Contract Sum exceeds (or is expected to exceed) \$100,000, Construction Performance Bond in form provided at Appendix D, fully executed by successful Contractor and surety, in the amount set forth therein. Submit one original.
- D. If Contract Sum exceeds (or is expected to exceed) \$100,000, Construction Labor and Material Payment Bond in form provided at Appendix E, fully executed by successful Contractor and surety, in the amount set forth therein. Submit one original.
- E. Any other items identified by Owner in Notice of Award.

**5.03 Failure to Execute and Deliver Documents:**

- A. If Contractor to whom Contract is awarded, within the period described fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, for Contractor's failure to enter into the Contract Documents.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Qualified Contractor and proceed accordingly. Such Award, if made, will be made within sixty (60) days after the opening of the Proposals.

**ARTICLE 6 GENERAL CONDITIONS AND REQUIREMENTS**

**6.01 Modification of Commencement of Work:**

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Contractor's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

**6.02 Payment Bond:**

If the Project involves an expenditure in excess of fifty thousand dollars (\$100,000), the successful Contractor must file a payment bond with and approved by Owner prior to entering upon the performance of the Work.

**6.03 Withdrawal of Proposals:**

Contractor may withdraw their Proposals at any time prior to the Proposal Due time fixed in this RFP, only by written request for the withdrawal of Proposal filed with Owner at the **City Clerk's Office, located at 1600 Nela Ave., Belle Isle, FL 32809**. Contractor or its duly authorized representative shall execute request to withdraw Proposal.

**6.04 Ineligible Contractors and Subcontractors:**

Owner shall not accept a Proposal from a Contractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Florida Statutes. The Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project.

**6.05 Public Records**

The City of Belle Isle is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the CITY to perform the service;

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, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and

Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor 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.

The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
1600 NELA AVENUE  
BELLE ISLE, FLORIDA 32809  
(407) 851-7730 [YQUICENO@BELLEISLEFL.GOV](mailto:YQUICENO@BELLEISLEFL.GOV)**

**6.06 Substitutions:**

- A. Contractors must base their Proposals on products and systems specified in the Contract Documents or listed by name in Addenda. Substitutions are permitted only as provided in the Contract Documents

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**PART 3**

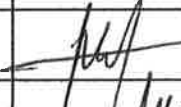
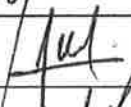

**PROPOSAL SCHEDULE  
DOCUMENT 00 4115**

**THIS PROPOSAL IS SUBMITTED BY:**

Ground Werks Inc.  
(Firm/Company Name)

Re: **Sidewalk Repair & Replacement Project (2023-2025)**

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the **City of Belle Isle, Florida** in the form included in the Contract Documents, (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Contractor accepts all of the terms and conditions of the Contract Documents (Instructions to Contractors. This Proposal will remain subject to acceptance for 60 Days after the day of Proposal opening, unless there is a Proposal protest, then 90 days after the day of receipt of Proposals.
3. In submitting this Proposal, Contractor represents that Contractor has examined all of the Contract Documents, performed all necessary Pre-Proposal investigations, attended the mandatory Pre-Proposal Meeting (if any) and received the following Addenda:

<b>Addendum Number</b>	<b>ADDENDUM DATE</b>	<b>Signature of Contractor</b>
23-03 (1)	3/11/2023	
23-03 (2)	3/7/2023	
23-03 (3)	3/10/2023	

4. Based on the foregoing, Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Proposal Schedule:

### PROPOSAL SCHEDULE

PROPOSAL ITEMS – All proposal items, including Total Amount and Unit Prices, must be filled in completely. Proposal items are described in the Contract Documents. Quote in figures only, unless words are specifically requested.

Contractor proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money in the following Schedule of Proposal Prices:

ITEM No.	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	TOTAL ANNUAL AMOUNT
1.	Sidewalk Replacement	Square feet	\$ <u>12.50</u>	15,000	\$ <u>187,500.</u> <sup>00</sup>
2.	Standard Curb and Gutter with 2' wide AC conform	Lineal foot	\$ <u>33.00</u>	1,000	\$ <u>33,000.</u> <sup>00</sup>
3.	Root Barrier	Lineal foot	\$ <u>12.00</u>	100	\$ <u>1,200.</u> <sup>00</sup>
4.	Minor Concrete Repair (Reinforced Storm Drain Curb Inlet lid)	Each	\$ <u>N/A</u>	30	\$ <u>N/A</u>
5.	Residential Driveway Apron	Square feet	\$ <u>13.00</u>	4,000	\$ <u>52,000.</u> <sup>00</sup>
6.	Commercial Driveway Apron	Square feet	\$ <u>13.00</u>	100	\$ <u>1,300.</u> <sup>00</sup>
7.	Curb Ramp – Type A (per latest FDOT Detail)	Each	\$ <u>650.00</u>	1	\$ <u>650.</u> <sup>00</sup>
8.	Curb Ramp – Type B (per latest FDOT Detail)	Each	\$ <u>650.00</u>	1	\$ <u>650.</u> <sup>00</sup>
9.	Curb Ramp – Type C (per latest FDOT Detail)	Each	\$ <u>650.00</u>	1	\$ <u>650.</u> <sup>00</sup>
10.	Curb Ramp – Type D (per latest FDOT Detail)	Each	\$ <u>650.00</u>	1	\$ <u>650.</u> <sup>00</sup>
11.	Curb Ramp – Type E (per latest FDOT Detail)	Each	\$ <u>650.00</u>	1	\$ <u>650.</u> <sup>00</sup>
12.	Curb Ramp – Type F (per latest FDOT Detail)	Each	\$ <u>650.00</u>	1	\$ <u>650.</u> <sup>00</sup>

13.	Curb Ramp – Type G (per latest FDOT Detail)	Each	\$ <u>650</u> <sup>00</sup>	1	\$ <u>650</u> <sup>00</sup>
13.	Curb Ramp – Type H (per latest FDOT Detail)	Each	\$ <u>650</u> <sup>00</sup>	1	\$ <u>650</u> <sup>00</sup>

**TOTAL NOT TO EXCEED AMOUNT**      \$ 280,200<sup>00</sup>

Two Hundred Eighty Thousand Two Hundred Dollars and zero cents. (Indicate Proposal Price in words)

1. THE UNDERSIGNED ACKNOWLEDGES THAT PROPOSAL PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR IN THE SELECTION OF THE CONTRACTOR FOR THIS WORK. THE CITY WILL CONSIDER THE PROPOSAL COSTS FOR ALL PROPOSAL ITEMS IDENTIFIED HEREIN TOGETHER WITH THE CONTRACTOR QUALIFICATIONS AND REFERENCES TO FORM THE BASIS FOR ITS DECISION.
2. The undersigned Contractor understands that Owner reserves the right to reject this Proposal.
3. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Contractor within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Contractor will execute and deliver the documents required by Instructions to Contractors within the times specified therein.
4. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.
5. The undersigned Contractor agrees to commence Work on the date established in, and to complete all Work within the time specified in the Construction Services Agreement
6. The undersigned Contractor agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in Construction Services Agreement shall be as set forth in RFP.
7. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE PROPOSAL SCHEDULE.
8. Full compensation for all work required including saw cutting, asphalt concrete removal, excavation, backfilling using native or imported soil, grading and tree root cutting and removal, and site restoration, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the prices for "Square Foot of Sidewalk," or "Lineal Foot of Curb and Gutter," or "Square Foot of Driveway or Curb Ramp," "Lineal Foot of Root Barrier" or "Square Foot of Asphalt Concrete Patching" and no additional compensation will be allowed.
9. Proposal price shall include the repair and replacements of any minor irrigation systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.
10. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, and removal of utility markings, insurance and other services included herein.

11. The names of all persons interested in the foregoing Proposal as principals are:

**IMPORTANT NOTICE:** If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

**NAME OF CONTRACTOR:**  
Ground Werks Inc.


licensed in accordance with an act for the registration of Contractors, and with license number: \_\_\_\_\_ Expiration: \_\_\_\_\_.

\_\_\_\_\_  
(Place of Incorporation, if Applicable) Mervyn Chen | President  
(Principal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

  
(Signature of Contractor)

**NOTE:** If Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 5817 Beggs Road Unit #7  
Orlando FL 32810

Contractor's Representative(s): Butch Chen | Owner  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)



Officers Authorized to Sign Contracts

Butch Chen | owner  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Telephone Number(s):

(407) 445-9375  
(Area Code) (Number)

(407) 468-9151  
(Area Code) (Number)

Fax Number(s):

(407) 445-6089  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Date of Proposal:

March 13, 2023

**IMPORTANT NOTICE:**

If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

**\* END OF DOCUMENT \***

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PART 4

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Orange

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He is the Owner, (Owner, Partner, Officer, Representative or Agent) of Ground Works Inc. the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: [Signature]  
 Title: OWNER.  
 Company: Ground Works Inc.

STATE OF FLORIDA  
 COUNTY OF Florida

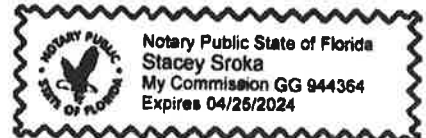
Sworn, to and subscribed before me this 13<sup>th</sup> day of March, 2023

by [Signature]

Signature of Notary Public

[Signature]

Personally known, or  
 Produced Identification  
Driver License  
 Type of ID Produced



\* END OF DOCUMENT \*

### PART 5

## NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: [Signature]  
Title: OWNER.

STATE OF FLORIDA -  
COUNTY OF Florida

Sworn to and subscribed before me this 13th  
day of March 2022, by

[Signature]  
Signature of Notary Public

Personally known, or  
 Produced Identification  
Type of ID Produced



\* END OF DOCUMENT \*

### PART 6

## CONTRACTOR'S REGISTRATION AND INSURANCE VERIFICATION FORM

(To be Completed by Contractor and Submitted with Cost Proposal)

### INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # \_\_\_\_\_

Date: 3-13-2023 Fed I.D. # 59-3419549

Full Corporate Name of Company: Ground Werks Inc.

Street Address: 5817 Beggs Road, Unit #7  
Orlando, FL 32810

Mailing Address: P.O. Box 3074  
Winter Park, FL 32790

Email Address: Stacey@groundwerks.net

Phone: (407) 445-9375 Fax: (407) 445-6089

Name of Principal Contact: Butch Chen

Type of Business:  Sole Proprietor  Partnership  
 Non-Profit 501(c)(3)  Corporation  
 Other (please explain: S-Corp)

### INSURANCE

#### Workers' Compensation:

Carrier: Technology Insurance Co. / Blackwater Ins. Agency

Address: 1436 N. Ronald Reagan Blvd. Longwood FL 32750

Phone and Fax: (407) 831-3832

Policy Number: TWC4072374

#### General Liability:

Carrier: Clear Blue Insurance Co. / FSW Ins. Agency

Address: P.O. Box 29064 Port Orange, FL 32129

Phone and Fax: (386) 765-7085 (F) 386-756-7862

Policy Number: BGFL0024036401

Policy Limits: \$ 2,000,000

A.M. Best Rating: A

**Automobile Liability:**

Carrier: Progressive Ins. / FSU Ins. Agency

Address: P.O. Box 290164 PortOrange, FL 32129

Phone and Fax: (386) 765-7085 | FAX#(386) 756-7862

Policy Number: 04433838-2

Policy Limits: \$ 1,000,000

A.M. Best Rating: A

**All-risk Course of Construction:**

Carrier: Clear Blue Insurance

Address: P.O. Box 290164 PortOrange, FL 32129

Phone and Fax: (386) 765-7085 (FAX- 386-756-7862)

Policy Number: BGFL0024036401

Policy Limits: \$ 2,000,000

A.M. Best Rating: A

**CONTRACTOR CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

[Signature]  
SIGNATURE

3/13/2023  
DATE

\* END OF DOCUMENT \*

### PART 7

#### CONTRACTOR'S QUALIFICATIONS AND REFERENCES (To be Completed by Contractor and Submitted with Cost Proposal)

Name of Contractor: Ground Works Inc.

- The Contractor has been engaged in the contracting business, under the present business name for 26 years.
- Experience in work of a nature similar to that covered in the proposal documents extends over a period of 26 years.
- Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.)

- The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a) <u>2022-23</u>	<u>Hardscape</u>	<u>\$133,500.00</u>	<u>Marsh Landing Country Club</u> <u>25655 Marsh Landing Pkwy. Ponte Verde Bch. Fl.</u> <u>Heathrow Racquet Club 32802</u>
(b) <u>2022</u>	<u>Hardscape</u> <u>Landscaping</u>	<u>\$47,340.01</u>	<u>150 Tournament Dr. Heathrow, Fl. 32746</u> <u>City of Orlando - Grand Ave. Community Center</u>
(c) <u>2022</u>	<u>Integration</u>	<u>\$642,000</u>	<u>Orl. Fl.</u> <u>Heathrow Country Club</u>
(d) <u>2022</u>	<u>Hardscape</u>	<u>\$37,150.00</u>	<u>1200 Bridgewater Dr. Heathrow, Fl. 32746</u> <u>City of Belle Isle</u>
(e) <u>2023</u>	<u>Hardscape</u>	<u>\$90,625.00</u>	<u>Various locations - Belle Isle Fl.</u>

- The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

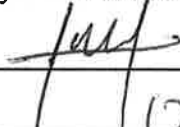
NAME/TITLE	ADDRESS	TELEPHONE
(a) <u>Earl Cote / Regional Manager</u>	<u>Marsh Landing Country Club</u> <u>25655 Marsh Landing Pkwy.</u> <u>Heathrow Country Club</u>	<u>904-277-6012 ext 49</u>
(b) <u>Toni Curtin / manager</u>	<u>1200 Bridgewater Dr. Lakemay Fl.</u> <u>City of Orlando</u>	<u>407-333-1450</u>
(c) <u>City of Orlando / Angie Inman</u>	<u>Grand Avenue Neighborhood Center, Orl. Fl.</u>	<u>561-812-5123</u>
(d) <u>Bob Francis / City Manager</u>	<u>1200 Nela Ave Belle Isle</u> <u>Fl. 32809</u>	<u>407-851-7730</u>
(e) _____	_____	_____

- Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
1	Bobcat	2017	Orl. Fl
1	Chery Dump Truck	2010	Orl. Fl
1	International Dump Truck	2007	Orl. Fl.
1	Kubota Front End Loader	2020	Orl. Fl.

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor:   
Owner  
 Print Name and Title

\* END OF DOCUMENT \*



**PART 8**  
**NON-DEBARMENT AFFIDAVIT**

Merryn Chen Being first duly sworn, deposes and says that:

He/She is President of Groundworks Inc. the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

By: [Signature]  
 Print Name: MERVYN CITEN  
 Title: owner  
 Date: 3/13/2023

STATE OF FLORIDA )  
 COUNTY OF Orange

The foregoing Agreement was acknowledged before me this 13<sup>th</sup> day of March, 2023, by Mervyn Citen, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced driver license as identification.

NOTARY'S SEAL:

[Signature]  
 NOTARY PUBLIC, STATE OF FLORIDA



Stacey Sroka  
 Name of Acknowledger, typed, printed, or Stamped

\* END OF DOCUMENT \*

## PART 9

### DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Ground Works Inc.

COMPANY NAME

[Signature]

VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**

# PART 10

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Merryn Chen, on behalf of Ground Werks Inc.  
Print Name and Title Company Name

certify that Ground Werks does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Ground Werks Inc.  
COMPANY NAME  
Merryn Chen  
PRINT NAME  
Owner  
TITLE

[Signature]  
SIGNATURE

**Must be executed and returned with attached proposal to be considered**  
Contract Requirements 2  
Sidewalk Repair & Replacement (RFP 23-03)

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# CONTRACT REQUIREMENTS

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DOCUMENT 00 5205

CITY OF BELLE ISLE

CONSTRUCTION SERVICES AGREEMENT

SIDEWALK REPAIR & REPLACEMENT (2023-2025)

DATE: March 13, 2023

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR:

LICENSE NO:

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. **COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) shall not exceed \$ 280,200.00, to be paid as per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$ 280,200.00. All payments shall be subject to a five percent (5%) retention on each work order issued under this contract.

4. **SCHEDULE OF PERFORMANCE FOR THE WORK.** Contractor shall commence and complete the Work by the following dates:

Work is issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work. Work shall commence within fourteen (14) calendars days of notification by the City.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

4.01 Liquidated Damage Amounts.

A. Once work is started on any given work order, work must be completed within thirty (30) calendar days. For each calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 100.00 (One Hundred and 00/100 Dollars) per calendar day until the work is complete.



- B. \$100 per calendar day in liquidated damages will also be assessed for each calendar day exceeding seven (7) calendar days between removal and replacement of concrete in any location.
- C. For all work, once the City notifies the contractor, work must commence within fourteen (14) calendar days. For each calendar day in excess of the time specified for commencement of work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 50.00 (Fifty and 00/100 Dollars) per calendar day until the work is commenced.

**4.02 Scope of Liquidated Damages**

- A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.
- C. Should the Contractor fail to complete all or any portion of the work within the specified time or within such extra time as may be allowed for delays by formal extensions granted by the City, deductions as set forth above will be made from the Contractor's earnings for the time that the work remains incomplete after the time set for its completion.
- D. After the specified or formally extended completion of time, no time extension will be granted for delays caused by climatic conditions.

**5. TERMS AND CONDITIONS.**

**5.01** Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

Appendix A – Scope of Work

Appendix B – General Conditions

Appendix C – Insurance

Appendix D – Construction Performance Bond

Appendix E – Construction Labor and Materials Payment Bond

Appendix F – Supplemental Conditions

Division 1 General and Technical Requirements


5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

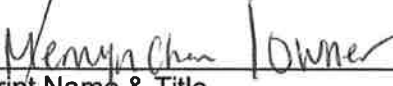
**City of Belle Isle  
ATTN: City Manager  
1600 Neal Avenue  
Belle Isle, FL 32812**

CONTRACTOR:

OWNER: **City of Belle Isle**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Nicholas Fouraker, Mayor

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix A to Construction Services Agreement**

**SCOPE OF WORK**

**PART 1 - GENERAL**

This section includes specifications related to the scope of work.

**1.01 WORK DESCRIPTION**

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; asphalt concrete pavement tie-in; curb inlet replacements and minor concrete repair surrounding curb inlet replacements. The work shall include traffic control, saw cutting, excavation, backfilling, compaction, installation of root barriers, asphalt patching, asphalt conforms adjacent to new gutters, and clearing and grubbing.

**1.02 LOCATION OF WORK**

Locations of work will be throughout the City of Belle Isle.

**1.03 ORDER OF WORK**

The Contractor is not authorized to perform any work until written direction is provided by the City.

The notification to commence work will not be issued until the contract has been properly executed, bonds are furnished and approved, and insurance certificates have been submitted and approved.

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly agrees that the Contractor has taken into consideration and made allowance for all ordinary delays and hindrances to the work to be performed and that the Contractor will complete the work within the specified time.

Work to be issued to the Contractor as a Work Order on an as-needed basis during the two (2) year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Proposal Schedule. **The Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work. Work shall commence within fourteen (14) calendar days of notification** by the City.

**The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.**

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter, or perform other concrete repairs as listed in Proposal Schedule at one or more locations during the term of the contract. While there will be no minimum quantities for work, the City will use its best efforts to ensure that the work order contains no less than one thousand (1,000) square feet of sidewalk, two

hundred (200) linear feet of curb and gutter and four (4) curb ramps. The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be twenty five (25) square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections of various streets.

All work performed shall be measured and paid for based on the contract unit prices listed in Proposal Schedule.

**1.04 DURATION OF CONTRACT**

The Sidewalk Repair & Replacement (2023-2025) will be for a contract period of two (2) years. The contract start date will be determined after approval of the agreement by the Belle Isle City Council. The target date for Council approval is March 7, 2023.

**1.05 CHANGES IN WORK**

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair locations are added or deleted from the scheduled maintenance program.

Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

**1.06 UTILITY MARKER REMOVAL**

It shall be the Contractor's responsibility to **remove all underground utility markings** after construction is complete. The cost for removal of utility markings shall be included in various items of work and no additional compensation shall be allowed.

**1.07 NOTIFICATIONS**

The Contractor shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills to be prepared and furnished by the Contractor. Handbills shall be distributed 7 calendar days prior to the commencement of work. The handbills shall contain information regarding the work, dates and hours of the work to be clearly identified. A copy of the handbill shall be submitted to the City for review and approval 7 calendar days prior to distribution.

**Appendix B to Construction Services Agreement**

**GENERAL CONDITIONS**

**ARTICLE 1 TERMS OF PERFORMANCE**

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

**ARTICLE 2 LEGAL AND MISCELLANEOUS**

- 2.01 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other

evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of Florida or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

- 2.02 Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.
- 2.03 Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- 2.04 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where

Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

- 2.05 Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.
- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.
- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in Orange County, Florida. Enforcement of the Contract Documents shall be governed by the laws of the State of Florida. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the Florida Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law. If the Agreement is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.
- 2.09 Mandatory Contractor and Subcontractor Registration.** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

**2.10 Worker's Compensation.** Every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code section that requires every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

**2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**

- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$100,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in the form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
- B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account.

**2.12 Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for proposing.

**2.13 Protection Of Work, Persons, And Property**

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and



utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or County or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

**Appendix C to Construction Services Agreement**

**INSURANCE**

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$2,000,000** general aggregate and **\$2,000,000** each occurrence, subject to a deductible of not more than **\$1,000** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **\$2,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$1,000** payable by Contractor.
3. Workers' Compensation Employers' Liability limits not less than **\$2,000,000** each accident, **\$2,000,000** per disease and **\$2,000,000** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the City of Belle Isle, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of Florida.
4. Builder's Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **\$10,000** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner as an additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
6. In addition to any provisions required in clauses 1-5 above, insurance policies in Appendix C shall contain an endorsement containing the following terms (excluding Workers Compensation insurance with respect to paragraph 6.01 below):
  - 6.01 City of Belle Isle, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
  - 6.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
  - 6.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.

- 6.04** Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
7. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above.
  8. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of Florida and (other than for workers' compensation) must have an A. M. Best Company rating of **A-, VII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
  9. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.
  10. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.
  11. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.
  12. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, Owner at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**Appendix D to Construction Services Agreement**

**CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

- 1. THAT WHEREAS, **City of Belle Isle**, a municipal corporation of the State of Florida (**Owner**) has awarded to (**Name of Contractor**) as Principal a Construction Services Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (**Agreement**), titled **SIDEWALK REPAIR & REPLACEMENT (2023-2025)** in the amount of \$\_\_\_\_\_, which Agreement is by this reference made a part hereof, for the work described as follows:

Providing all labor, material, and equipment necessary to perform all work detailed in all work orders issued under this contract.

- 2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
- 3. NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
  - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
  - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged

under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

- 7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
- 8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
- 10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

**Appendix E to Construction Services Agreement**

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **City of Belle Isle**, a City and municipal corporation of the State of Florida (**Owner**) has awarded to (**Name of Contractor**) \_\_\_\_\_ as Principal a Construction Services Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 (**Agreement**), titled **SIDEWALK REPAIR & REPLACEMENT (2023-2025)** located at Belle Isle, FL in the amount of \$\_\_\_\_\_, which Agreement is by this reference made a part hereof, for the work described as follows:

Providing all labor, material, and equipment necessary to perform all work detailed in all work orders issued under this contract.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$\_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in Florida Civil Code Section 9100, or amounts due under the State of Florida Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of Florida Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Florida Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in Florida Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the Florida Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly

and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

- 8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

**END OF DOCUMENT**

**Appendix F to Construction Services Agreement**

**SUPPLEMENTAL CONDITIONS**

**PART 1 - GENERAL**

**1.1 DEFINITIONS**

Wherever in the specifications and other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. City or Owner: The City of Belle Isle.
- B. Council: The City Council of the City of Belle Isle.
- C. Proposer: Any individual, partnership, joint venture, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- D. Contractor: The individual, partnership, joint venture, or corporation with whom the contract is made by the City.
- E. Engineer: The City Engineer acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them. See Paragraph 1.8 regarding the authority of the Engineer.
- F. Manager: The City Manager of the City of Belle Isle.
- G. Days: Unless otherwise designated, days as used in the specifications will be understood to mean calendar days.

**1.2 TRANSFER OF INTEREST**

No interest in the contract shall be transferred to any other party without permission of the City.

**1.3 WORKING HOURS**

- A. Work or activity of any kind shall be limited to the hours from 7:00 AM to 7:00 PM, Monday through Friday, except as otherwise stipulated in the contract documents.
- B. Work in excess of eight hours per day, on Saturdays, on Sundays, or on City holidays require prior consent of the City Manager and are subject to Cost of Overtime Construction Inspection.



- C. City holidays are:
  - New Year's Day
  - Martin Luther King's Birthday
  - Memorial Day (last Monday in May)
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day and following Friday
  - Christmas Eve
  - Christmas Day
  - New Year's Eve

1.4 SUBCONTRACTORS

- A. When requested, the Contractor shall furnish the name and address of each subcontractor contracting directly with the Contractor, together with a statement showing the character and location of the work, time limit, if any, and if requested, the amount of money involved in each subcontract. Each subcontract shall contain a reference to the contract between the City and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer, if, in the Engineer's opinion, the subcontractor fails to comply with the requirements of the principal contractor insofar as the same may be applicable to the Contractor's work.
- B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the City. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- C. The Contractor shall be considered the employer of and as fully responsible to the City for the acts and omissions of subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material personnel engaged upon the Contractor's work. It shall be the Contractor's duty to see that all of the subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers is made good by them or by the Contractor at the Contractor's expense.
- E. The City will not undertake to settle differences between the Contractor and their subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty subcontractors, without additional expense to the City, on those parts of the work which are specified to be performed by specialty contractors.

CHANGES

A. General:

The City reserves the right to make such alterations, deviations, additions to or deletions from the drawings and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the Engineer to be necessary or advisable for proper completion or construction of the whole work contemplated.

Work will be issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of commencement of work.

B. Increases or Decreases in Unit Price Quantities:

1. Increased or Decreased Quantities:

Increases or decreases in the quantity of a contract item of work will be determined by comparing the quantity of work as listed in the proposal schedule with the actual quantity of work performed by the Contractor, as measured by the Engineer. The City shall have the right to make changes in the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event the number of repair locations are increased or decreased from the scheduled maintenance program. All work performed shall be measured and paid based on the contract unit price included in the proposal schedule.

2. Eliminated Items:

a. The City of Belle Isle reserves the right to eliminate any of the scheduled work. The unit price shall not be subject to change based on the deletion of work.

Should any contract item of the work be eliminated in its entirety, unless otherwise provided for in the contract, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

a. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City and

the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for. Written documentation of costs of cancellation or return must be submitted.

- b. The actual costs or charges to be paid by the City to the Contractor as provided in this section will be computed based on the unit prices listed in the Proposal Schedule.

C. Protest Procedure (Change Orders):

- 1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which the Contractor has not executed, the Contractor shall submit a written protest to the Engineer within 15 calendar days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Engineer shall consider and investigate such protest within a reasonable time. If a written protest is not submitted, adjustment of the contract time and payment will be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby. An unprotested change order will be considered as an executed contract change order.
- 2. When the protest concerning an approved change order relates to compensation, the Contractor shall keep full and complete records of the costs of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.
- 3. When the protest concerning an approved work order relates to the adjustment of contract time for the completion of the work, the time to be allowed will be determined as provided in Paragraph 1.15 of this section.

D. Extra Work:

Extra work will not be paid for unless ordered in writing by the Engineer. When authorized, extra work will be paid for in accordance with the Proposal Schedule or by a negotiated adjustment.

E. REPORTING, INVOICING, AND PAYMENT

- 1. All work shall be reported monthly upon Total Work Order Sheets furnished by the Engineer to the Contractor and signed by both parties, which monthly reports shall thereafter be considered the true record of work done.
- 2. Contractor shall submit a record of work completed with each payment request. Record of work shall include detailed invoices. Those not so detailed will not be processed for payment until details are furnished.

- 3. Completed work shall be paid for on a monthly basis by Contract Change Order.

1.5 COST OF OVERTIME CONSTRUCTION INSPECTION

Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays, the charges for City personnel will be as shown in the currently adopted rate schedule, available at the Public Works office.

There will be no charges for the inspection of overtime work ordered by the Engineer.

1.6 CHANGES AT THE CONTRACTOR'S REQUEST

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with this Specification and applies in writing for a modification of the requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work and if without additional cost to the City. The Contractor's written request for deviation shall be submitted prior to the start of affected work with enough time allowed to give the Engineer a reasonable review period. Only written authorization from the Engineer will permit deviations from the specifications.

1.7 AUTHORITY OF THE ENGINEER

- A. On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Engineer shall be final and binding upon both parties, except in the case of gross error.
- B. The Engineer will make periodic observations of materials and completed work to observe their compliance with plans, specifications, and design and planning concepts, but the Contractor shall be responsible for the superintendence of construction processes, coordination of subcontractors or materials, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of the work.
- C. Authority and Duties of Engineer's Field Representatives:
  - 1. Field representatives of the Owner or Engineer may be stationed on the project site to report to the Engineer as to the progress of the work, the manner in which it is being performed, and to report whenever it appears that material furnished and work performed by the Contractor fail to fulfill the requirements of the contract documents. The representative may direct the attention of the Contractor to such failure or infringement but such construction review shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction in a safe and satisfactory manner in every particular.
  - 2. In case any dispute arises between the field representative and the Contractor as to materials furnished or the satisfactory performance of

the work, the representative shall have the authority to reject materials or recommend suspension of the work by the Engineer until the question and issue can be referred to and decided by the Engineer. Such authority, however, shall not give rise to any duty on the part of Engineer's field representative to exercise this right for the benefit of Contractor or any other party. Field representatives are not authorized to revoke, alter, enlarge, relax or release any requirements of the contract documents nor to issue instructions contrary to the contract documents. Field representatives shall in no case act as foremen, superintendents, or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

**1.8 INSPECTION BY CITY, QUALITY ASSURANCE BY CONTRACTOR, TESTING**

- A. All materials furnished and work done under this contract will be subject to inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Engineer. Work or material that does not conform to the specifications may be rejected at any stage of the work notwithstanding previous inspections by the Engineer.
- B. Quality control of the work to ensure compliance with the contract documents is the responsibility of the Contractor. Testing and inspection of the work, or the lack thereof, by the City does not relieve the Contractor of the responsibility to provide a quality assurance program to ensure compliance with the contract documents.
- C. The Engineer may perform or have the Contractor perform tests of material and equipment to demonstrate compliance with the contract documents. If such tests were not required to be performed by the Contractor by the contract documents, the cost of testing will be paid for by the City when tests show that materials or equipment comply with the contract documents, and shall be paid for by the Contractor when tests show that materials or equipment fail to comply with the contract documents.

**1.9 DATA TO BE FURNISHED BY THE CONTRACTOR**

The Contractor shall furnish the Engineer reasonable facilities for obtaining such information as the Engineer may desire respecting the character of the materials and the progress and manner of work, including information necessary to determine its costs, such as the number of personnel employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

**1.10 SUPERINTENDENCE**

- A. The Contractor shall designate in writing before starting work one authorized representative who shall have the authority to represent and act for the Contractor.
- B. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress

and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required. The superintendent or foreman in charge shall be deemed to be the authorized representative of the Contractor and accepts such orders on behalf of the Contractor.

**1.11 SPECIFICATIONS AND DRAWINGS**

The Contractor shall keep on the work a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both.

**1.12 LINES, GRADES, AND MEASUREMENTS**

All lines and grades shall be established by the Contractor. The cost of surveying to establish lines and grades shall be included in the various items of work and no separate payments will be made.

**1.13 RIGHT OF WAY**

- A. The site for the installation of equipment or the right of way for the works to be constructed under this contract will be provided by the City.
- B. The City will provide the appropriate rights of way and property for pipelines and structures. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from the Contractor's use of City property.
- C. In case areas in addition to those available on the City's right of way or property are required by the Contractor for the Contractor's operations, the Contractor shall make arrangements with the property owners for the use of such additional areas at the Contractor's own expense.

**1.14 DELAYS AND EXTENSION OF TIME**

- A. If any delay having a direct effect on the work is caused by factors within the Contractor's control, it is non-excusable and the Contractor will not be entitled to compensation for damages resulting directly or indirectly therefrom, or for any extension of time.
- B. If any delay having a direct effect on the work is caused by unusually severe weather conditions, including periods exceeding the "Normal Rainfall Days", or by strikes, or act of God, such delay may be excusable and may entitle the Contractor to an equivalent extension of time, provided that the Contractor has taken reasonable precautions to foresee and prevent delays due to such causes and provided that the Contractor has notified the Engineer in writing of the causes of the delay within 7 calendar days from the beginning of any such delay. In such event the Contractor shall be entitled to time only. Additional costs incurred

because of the delay will be paid for by the Contractor at no additional cost to the City.

No extension of time will be granted for normal rainfall. Prior to the start of the contract, the City and the Contractor will agree on what constitutes "normal" rainfall.

- C. If any delay having a direct effect on the work is caused by the specific orders of the City or Engineer to stop work, or by the performance of extra work ordered by the City or Engineer, or by failure of the City to provide material, or necessary instructions for carrying on the work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility, such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and may entitle the Contractor to damages resulting directly from any of the causes of delay hereinabove specified or from delays or hindrances to the work, provided that the Contractor has taken reasonable precautions to prevent delays due to such causes and provided that the Contractor has notified the Engineer in writing of the causes of the delay within 10 calendar days from the beginning of any such delay.
- C. When a Contractor experiences two concurrent delays, one compensable and the other non-compensable, no compensation other than time extensions will be allowed.
- E. An extension of time must be approved by the City or Engineer to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

1.15 CLIMATIC CONDITIONS

The City or Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions. In such event the Contractor shall be entitled to time only. Additional costs incurred because of the delay will be paid for by the Contractor at no additional cost to the City. When delay is caused by an order to suspend work given on account of climatic conditions that could have been reasonably foreseen, the Contractor will not be entitled to any extension of time on account of such order.

1.16 ROADS AND FENCES

Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished.

1.17 PROTECTION OF PERSONS AND PROPERTY

A. Contractor's Responsibility:

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

B. Public Safety:

During the performance of the work, the Contractor shall erect and maintain all necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstances in his judgment for the prevention of accidents; and the Contractor shall take other precautions as necessary for public safety including, but not limited to, traffic control.

C. Engineer's Responsibility:

1. The Engineer's review of the Contractor's construction performance is not intended to include review of the adequacy of the Contractor's safety or sanitary measures in, on, or near the construction site. The City assumes no responsibility for the inspection of safety precautions or for the enforcement of safety precautions required by law.
2. The Engineer may suspend operations if the Contractor determines that an imminent safety hazard exists.

1.18 CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials in the execution of the contract.

1.19 PROTESTS - CONTRACT REQUIREMENTS

- A. If work demanded of the Contractor is considered by the Contractor to be outside the requirements of the contract, or if the Contractor considers any record or ruling of the Engineer or any inspector to be unfair, the Contractor shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decision, whereupon the Contractor shall proceed without delay to perform the work or conform to the record or ruling. If the Contractor still wishes to protest, the Contractor shall, within 15 calendar days after receipt of same, file a written protest with the Engineer, stating clearly and in detail the Contractor's objections and reasons therefor. Except for such grounds or protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protest or objections to the records, rulings, instructions, or decisions of the Engineer, and hereby agrees that as to all matters not included in such protests, the records, instructions, and decisions of the Engineer shall be final and conclusive.



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### B. Public Safety:

During the performance of the work, the Contractor shall erect and maintain all necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstances in his judgment for the prevention of accidents; and the Contractor shall take other precautions as necessary for public safety including, but not limited to, traffic control.

### C. Engineer's Responsibility:

1. The Engineer's review of the Contractor's construction performance is not intended to include review of the adequacy of the Contractor's safety or sanitary measures in, on, or near the construction site. The City assumes no responsibility for the inspection of safety precautions or for the enforcement of safety precautions required by law.
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## 1.19 PROTESTS - CONTRACT REQUIREMENTS

- A. If work demanded of the Contractor is considered by the Contractor to be outside the requirements of the contract, or if the Contractor considers any record or ruling of the Engineer or any inspector to be unfair, the Contractor shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decision, whereupon the Contractor shall proceed without delay to perform the work or conform to the record or ruling. If the Contractor still wishes to protest, the Contractor shall, within 15 calendar days after receipt of same, file a written protest with the Engineer, stating clearly and in detail the Contractor's objections and reasons therefor. Except for such grounds or protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protest or objections to the records, rulings, instructions, or decisions of the Engineer, and hereby agrees that as to all matters not included in such protests, the records, instructions, and decisions of the Engineer shall be final and conclusive.

- B. No later than thirty (30) calendar days following the submission of a protest in accordance with subsection A, the Contractor shall submit to the Engineer his claim concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data as may be requested in writing by the Engineer within the time specified in such request. In addition, the Contractor shall maintain complete and accurate daily records of the cost of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested.
- C. Any decision, order, instructions, notice, or act or omission of the Engineer for which the Contractor has submitted a protest shall be final and conclusive on the Contractor if the Contractor fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature, provided that the Engineer may, if the Contractor shows good cause, and if the interests of the City will not be prejudiced, consider and decide a properly documented claim on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right to the Contractor, and failure or refusal of the Engineer to exercise the Engineer's authority thereunder shall not be subject to claim by the Contractor.

1.20 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

A. Risk of Loss:

Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in the State of Florida, the Contractor shall bear all losses resulting to the Contractor on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.

B. Materials and Facilities:

- 1. The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of the Contractor's failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor.
  - a. The Contractor shall be responsible for any material furnished the Contractor and for the care of all work until its completion and final acceptance, and the Contractor shall at the Contractor's own expense replace damaged or lost material and repair damaged parts of the work.

- b. The Contractor shall protect the City facilities from damage resulting from the Contractor's work. City facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.
- c. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to the Contractor or used under the Contractor's direction during construction.

1.21 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by the contract documents.
- B. Do not encumber site with excessive material or equipment.
- C. Do not impose any load on any structure that will damage or endanger structure.
- D. Take precautions necessary to prevent annoyance to occupants adjacent to or in the vicinity of the work.

1.22 COOPERATION WITH OTHER WORK FORCES

- A. Other Contractors, other utilities and public agencies or their Contractors, other City Contractors, and City personnel may be working in the vicinity during the project construction period.
- B. There may be some interference between these activities and the work under this Specification. The Contractor shall cooperate and coordinate their work with that of other work forces to assure timely contract completion.
- C. Coordinate all activities in and around repair locations.
- D. Any costs for providing cooperation with other work forces shall be considered as included in the proposal price for the various contract items of work and no separate payment will be made therefor.

1.23 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held at the time and place designated by the City or Engineer.
- B. The Contractor shall be present or be represented by an agent with authority to act for the Contractor and in responsible charge of the work to be accomplished.

1.24 MATERIAL AND WORKMANSHIP

- A. Omissions from the Plans and Specifications:

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the Contractor shall provide and

install such materials as necessary for a complete and functional facility at no additional cost to the City. All work shall be done and workmanship completed consistent with the quality of work standard for the industry for commercial work, notwithstanding any omission from the specifications or the drawings. It shall be the duty of the Contractor to call attention to apparent errors and omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original specifications or drawings.

**B. Compliance with Jurisdictional Agency Requirements:**

All work performed under this Specification may be inspected as provided in Paragraph 1.9. All work performed within city or county streets or rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Engineer. Work, material, or equipment not in accordance with the contract documents shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

**1.25 SATURDAY, SUNDAY, AND HOLIDAY WORK**

Without the written consent of the City, no installation or construction work shall be done on Saturdays, Sundays, or holidays. Holidays are defined as City holidays which are listed in Section 1.3 of Appendix F in the Contract Services Agreement.

**1.26 COOPERATION**

The City reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors. The Contractor shall coordinate their work and cooperate with City forces and other contractors to the end that any delay or hindrance to their work will be avoided.

**1.27 AGREEMENTS WITH ADJACENT PROPERTY OWNERS**

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the City for their information.

**1.28 EMERGENCY WORK**

**A. During Working Hours:**

In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. The Contractor shall notify the City of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantial documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

**B. Outside Working Hours:**

Whenever in the opinion of the City there shall arise outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the City's forces may choose to handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from their payment as provided in the contract documents. The performance of emergency work by City forces will not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

**1.29 CONFLICT AMONG DRAWINGS, SPECIFICATIONS, AND/OR STANDARDS**

In case of conflict among contract documents, the document of highest precedence shall prevail. The descending order of precedence shall be:

- 1. Permits and Agreements with Other Agencies
- 2. City Codes
- 3. Technical Specifications
- 4. Contract Requirements
- 5. Project Drawings
- 6. City Standards
  - a. Specifications
  - b. Drawings
- 7. Referenced Specifications and Standards
- 8. Referenced Drawings

**1.30 ORDER OF WORK**

- A. When required by specifications or plans, the Contractor shall follow the sequence of operations as set forth therein.
- B. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

**1.31 DIFFERING SITE CONDITIONS**

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
  - 1. Material that the Contractor believes may be material that is hazardous waste.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.
- C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

1.32 PROCEDURES FOR FILING AND RESOLVING CLAIMS

- A. The following procedures are established for all civil actions filed to resolve claims subject to this article in accordance with the State of Florida, Public Contract Code.
  - 1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  - 2. Attorney Fees. The parties expressly agree that each party shall be solely responsible for their own attorneys' fees and costs incurred in any negotiation, dispute resolution, or litigation relating to or arising out of the Work and this Agreement, except as otherwise expressly specified herein or in the Contract Documents (by way of example: Bonds and Indemnity provisions).

1.33 PERMITS AND LICENSES

- A. The Contractor shall secure and pay for, as necessary for proper execution and completion of work:
  - 1. All permits, including permits not specifically furnished by the City.
  - 2. Government fees.
  - 3. Licenses.
  - 4. Certifications.
  - 5. Business License from the City of Belle Isle (if applicable).
  - 6. Building, Plumbing, and Electrical Permits from the City of Belle Isle (if applicable).
- B. Give required notices as required by the permits prior to work.

- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- D. Provide copies of all permits to the Engineer prior to work.

1.34 EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the City that all qualified persons shall be afforded equal opportunities of employment on any public works contract entered into with the City. To prohibit discrimination because of race, color, religion, sex or national origin, all proposers shall be prepared to demonstrate that they and their subcontractors have undertaken a continuing program to promote the full realization of equal employment opportunities.

1.35 OWNER'S RIGHT TO CORRECT DEFICIENCIES

If the Contractor should neglect to prosecute the work properly in accordance with the contract documents, the owner, after 10 consecutive calendar days following written notice to the contractor and their surety may, without prejudice to any other remedy the owner may have, and without declaring the contract in default or terminating the contract, correct such deficiencies in work intended to become a permanent part of the project, and may deduct the cost thereof from the payment then or thereafter due the Contractor or the entire cost thereof shall be paid by the Contractor or the Contractor's surety. The owner reserves the right to take over work in the event of an emergency.

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# DIVISION 1

## GENERAL AND TECHNICAL REQUIREMENTS

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**DOCUMENT 01010**

**SUMMARY OF WORK**

**PART 1 - GENERAL**

The work covered under this contract will be performed at various locations throughout the City of Belle Isle, Florida.

**1.01 DESCRIPTION OF PROJECT**

Sidewalk Repair and Replacement (2023-2025)

**1.02 WORK OF THIS CONTRACT**

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; asphalt concrete pavement tie-in; curb inlet replacements and minor concrete repair surrounding curb inlet lid replacements. The work shall include traffic control, saw cutting, excavation, backfilling, compaction, installation of root barriers, asphalt patching, asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Belle Isle.

Project Areas

The City will call out the Contractor to repair/replace a section of sidewalk or length of curb or gutter, or perform other concrete repairs as listed in Part 3—Proposal Schedule at one or more locations. There will be no minimum quantities for work. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

The City of Belle Isle reserves the right to add or delete any work. All work performed shall be measured and paid based on the contract unit prices identified in Part 3--Proposal Schedule.

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**DOCUMENT 01025**

**MEASUREMENT AND PAYMENT**

**PART 1--GENERAL**

**1.01 DESCRIPTION**

Payment will be made on a lump sum basis or unit price basis or combination thereof, as set forth in Part 3, Proposal Schedule.

**1.02 SCHEDULE OF COSTS FOR LUMP-SUM PAYMENT**

NOT USED

**1.03 MEASUREMENT OF QUANTITIES FOR UNIT PRICE PAYMENT**

- A. All work to be paid for at a contract price per unit of measurement will be measured by the ENGINEER in accordance with United States Standard Measures. Material paid for by weight shall be weighed on scales furnished by and at the expense of the Contractor. All scales shall be regularly inspected and sealed by the Division of Measurement Standards or its designated representative.
- B. When required by the ENGINEER, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver said slip to the ENGINEER at the point of delivery of the material.

**1.04 (NOT USED)**

**1.05 PARTIAL PAYMENT FOR STORED MATERIALS**

- A. The Contractor shall receive no additional compensation for materials stored on site.

**1.06 MEASUREMENT AND PAYMENT OF PROPOSAL ITEMS**

**A. SIDEWALK REPLACEMENT**

SIDEWALK REPLACEMENT shall be measured by the square foot of actual concrete installed.

The contract price paid for concrete sidewalk shall be measured and paid for on a square foot basis. The unit price paid per square foot of sidewalk shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete sidewalk, removal and disposal of existing sidewalk, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

**B. STANDARD CURB AND GUTTER WITH 2 FOOT WIDE ASPHALT CONCRETE CONFORM**

STANDARD CURB AND GUTTER WITH 2 FOOT WIDE ASPHALT CONCRETE CONFORM shall be measured by the linear foot of actual concrete installed.

The contract price for STANDARD CURB AND GUTTER WITH 2 FOOT WIDE ASPHALT CONCRETE CONFORM shall be measured and paid for on a linear foot basis. The unit price paid per linear foot of concrete curb and gutter shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete curb and gutter, removal and disposal of existing curb and gutter, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

**C. ROOT BARRIER**

ROOT BARRIER shall be measured by the linear foot of actual root barrier installed.

The contract price paid for ROOT BARRIER shall be measured and paid for on a linear foot basis. The unit price paid per linear foot of root barrier shall include full compensation for site preparation and site clean-up, trench excavation, root pruning, backfilling, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

**D. MINOR CONCRETE REPAIR (REINFORCED STORM DRAIN CURB INLET LID)**

MINOR CONCRETE REPAIR (REINFORCED STORM DRAIN CURB INLET LID) shall be measured per each as described in the specifications.

The contract price paid for MINOR CONCRETE REPAIR (REINFORCED STORM DRAIN CURB INLET LID) shall be measured and paid for on a per each basis. The unit price paid per each curb inlet lid, shall include the cost of pre-cast concrete lid sections, replacement of adjacent flags of sidewalk, and doing all work required and furnishing all labor, materials, equipment and incidentals necessary to complete the work and as directed by the Engineer and no additional compensation will be allowed therefore.

**E. RESIDENTIAL DRIVEWAY**

RESIDENTIAL DRIVEWAY shall be measured by the square foot of actual concrete installed.

The contract price paid for RESIDENTIAL DRIVEWAY shall be measured and paid for on a square foot basis. The unit price paid per square foot of concrete driveway shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete driveway, removal and disposal of existing driveway,

excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

**F. COMMERCIAL DRIVEWAY**

COMMERCIAL DRIVEWAY shall be measured by the square foot of actual concrete installed.

The contract price for COMMERCIAL DRIVEWAY shall be measured and paid for on a square foot basis. The unit price paid per square foot of concrete driveway shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete driveway with welded wire mesh, removal and disposal of existing driveway, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

**G. CURB RAMP**

CURB RAMP shall be measured per each.

Proposal Items numbered seven (7) through thirteen (13) are for seven types of curb ramp replacement. The contract price for CURB RAMP shall be measured and paid for on a per each basis. The unit price paid per curb ramp shall include full compensation for mobilization, site preparation and site clean-up, installation of curb ramp, removal and disposal of existing curb ramp, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, proof-rolling, forms, joints, concrete placement, concrete finishing, detectable warning surface mats, concrete protection and curing, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

**PART 2--(NOT USED)**

**PART 3--EXECUTION**

**3.01 PROGRESS PAYMENTS AND RETENTION**

A. Within 5 days after the cutoff date, the Contractor shall make and submit to the ENGINEER an approximate measurement of all materials supplied and work performed up to the established cutoff date for the purpose of making a progress payment. The progress payment cutoff date shall be the monthly anniversary of the date of the issuance of the work order.

- B. The Contractor will classify the work according to items listed on the proposal schedule and will estimate the value of the same on the basis of the prices shown, or as extra work. The classification of the work performed and the value thereof will be based on the Proposal Schedule for lump sum proposal items. Payment for unit price proposal items will be based on the actual amount of work performed as measured in the field. The Contractor's estimate of work performed shall be subject to adjustment by the ENGINEER.

\* END OF DOCUMENT \*



**DOCUMENT 01500**

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

**PART 1--GENERAL**

**1.01 DESCRIPTION**

Work included: Provide temporary construction facilities, utilities and controls needed for the work.

**PART 2--(NOT USED)**

**PART 3--EXECUTION**

**3.01 TEMPORARY UTILITIES**

- A. The Contractor shall provide and pay for all necessary temporary water, telephones, fuel, power, and sanitary accommodations.
- B. The temporary facilities to be provided by the Contractor as described above shall conform to all requirements with regard to operation, safety, and fire hazards of state and local authorities and of underwriters.
- C. Site and facilities shall be returned to their original "as-found" condition or as otherwise specified, at the completion of the project.

**3.02 SOUND CONTROL**

- A. Comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.
- B. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- C. The maximum noise level shall be 85 dBA.

**3.03 DUST AND LITTER CONTROL**

- A. Maintain dust control within the site and provide adequate measures to prevent a dust problem for neighbors.
- B. All trucks shall be loaded in a manner which will prevent dropping of materials or debris on streets. The loads shall be trimmed and all material shall be removed from shelf areas of vehicles to prevent spillage. Take precautions when necessary to avoid creating dust and littering by watering the load after trimming.

- C. Keep the job site in a neat and sanitary condition during the progress of the work. Dispose of refuse as often as directed or as may be necessary so that at no time shall there be any unsightly accumulation of rubbish.

3.04 DRAINAGE AND GROUNDWATER

The Contractor shall be responsible for caring for the drainage on the entire work area and the disposal of such drainage from commencement of work until contract completion. Special care shall be exercised to prevent erosion in disturbed earth areas and silt or eroded materials shall not be introduced into any storm drain system or water course.

3.05 CONSTRUCTION WATER

- A. The Contractor shall provide and maintain all necessary equipment and facilities for conveying water to places where it will be used and for changing the pressure if required. The Contractor shall plan and perform the work in a manner, which will minimize the use of water.
- B. The Contractor shall furnish, at his expense, all water required for the completion of the work. Water is available to the Contractor at the nearest hydrant provided the Contractor has made arrangements to obtain a temporary water meter from the City. The Contractor shall pay for all necessary rental and deposit fees required for temporary meter. The temporary hydrant meter application is attached at the end of this section.

3.06 SECURITY OF SITE

- A. Security of the site shall be the Contractor's responsibility from commencement of work until completion of contract.
- B. The Contractor shall provide and maintain such fences, barricades, signs, and warning lights as may be required to provide safety against accidents.

3.07 RIGHTS IN LAND AND IMPROVEMENTS

- A. Nothing in these specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the contract for any purpose whatsoever.
- B. The Contractor shall not occupy City-owned property outside the right of way as shown on the plans unless he enters into a rental agreement with the City.

3.08 FIELD OFFICE AND LAYDOWN AREAS

The Contractor shall procure additional space for laydown of materials, spoils and equipment at Contractor's own expense. Location of such additional space shall be subject to approval of the City.

### 3.09 EXISTING UTILITIES LOCATION

The Contractor is responsible for notifying all local utility agencies to mark the locations of underground systems in construction areas. Prior to grading and excavation activities by the Contractor, they shall contact the locating service with ample advance time to allow the utility companies to respond. Contacting the locator does not relieve the Contractor from their responsibility to determine location and depth of buried utilities, to protect such utilities, or to repair buried utilities damaged by their operations.

\* END OF DOCUMENT \*

**DOCUMENT 01570**

**TRAFFIC CONTROL**

**PUBLIC CONVENIENCE AND PEDESTRIAN TRAFFIC CONTROL**

Must comply with the traffic regulations requirements as specified in this section. Including but not limited to: Submit a traffic control plan which conforms to the State of Florida "Work Zone Management Program" and the Work Area Traffic Control Guideline for Orange County. Include lane closures, detours, and parking prohibitions.

Contractor shall be responsible to provide all traffic control measures necessary to divert sidewalk users safely around work areas. This includes, but is not limited to, placing signage, barricades, cones, temporary walkways, etc.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project. Access for local traffic must be maintained. For work in street areas, at least seven calendar days prior to commencing work, the Contractor shall submit his schedule and traffic plan to the Engineer for approval.

**WEEKEND USAGE**

All significant phases of concrete work must be completed within the same (Monday to Friday) week as they are started. Sections of Sidewalk, curb and gutter, and curb ramps must be completed and ready for use during the weekend. An exception may be the installation of the detectable warning surface mats for curb ramps, which can be installed when the concrete has cured sufficiently to accept the mat in accordance with the manufacturer's specifications. Provisions for alternative walkway would be required.

**LANE CLOSURES AND DETOURS**

No more than one-half (1/2) of the roadway shall be closed to traffic at any time, and traffic in both directions shall be maintained at all times. Open excavations and trenches shall be adequately covered when no work is being performed.

**WORKING HOURS - MAJOR STREETS**

All work within the right-of-way major streets including the adjoining intersections shall be limited to the hours of 7:00 AM to 7:00 PM. Major streets are listed as follows: Hoffner Ave., Judge Road, Daetwyler Drive, Nela Ave., and McCoy Rd.

**NO PARKING SIGNS**

No Parking signs shall be posted a minimum of 72 hours in advance of the parking restriction. The date and time of parking restrictions shall be clearly posted on No Parking signs.

## **JOB CONDITIONS**

The following general job conditions apply to the project:

1. Provide access to all residences whenever possible throughout the duration of the project. Notify property owners 24 hours in advance of work that will interrupt use of driveways or other frontage improvements.
2. Orange traffic cones and barricades as appropriate shall be used to mark traffic lanes whenever vehicles are restricted from using the normal traffic lanes on a street.
3. Street parking may be restricted as necessary to facilitate construction activity. Notify property owners of parking restrictions 48 hours in advance.
4. Lighted arrow boards shall be used for all lane closures on boulevards and other locations when appropriate.

## **TRAFFIC CONTROL DEVICES**

1. Traffic signs, flashing lights, lighted arrow boards, barricades and other traffic safety devices used to control traffic shall conform to the requirements of
2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of Florida Department of Transportation specification for reflective sheeting on highway signs.

## **GENERAL**

1. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
2. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
3. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

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**DOCUMENT 01580**

**CONSTRUCTION METHODS**

**PART 1 – CONSTRUCTION METHODS**

**1.01 SAWCUTTING**

Existing concrete and asphalt concrete to be removed shall be saw-cut with a power driven saw at the first scoring line. Remove only complete squares of concrete. The Contractor shall remove the saw cut slurry with a vacuum immediately following the cutting process.

Full compensation for saw-cutting, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

**1.02 REMOVE CONCRETE**

All concrete shall be removed to an expansion joint or saw-cut at score-line or as determined by the Engineer. Concrete shall be removed in such a manner as to leave an even edge without spalling, breaks or chips on the remaining concrete. Concrete removal shall include removal of all root, vegetation, debris and loose soil.

Full compensation for concrete removal, including removal of all root, vegetation, debris and loose soil, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

**1.03 REMOVE ASPHALT CONCRETE**

A two-foot wide strip of asphalt along the work area (curb and gutter) identified shall be removed. All asphalt concrete shall be removed to a saw-cut score-line or as determined by the Engineer. Where removal of asphalt concrete is required, a straight neat cut with a power driven saw shall be made before removing asphalt concrete. Asphalt concrete removal shall include removal of all root, vegetation, debris and loose soil.

Full compensation for asphalt concrete removal, including removal of all root, vegetation, debris and loose soil, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

**1.04 TREE ROOT REMOVAL / ROOT PRUNING**

Root pruning shall be performed to minimize impact and injury to tree root systems during the project. Roots shall be cut cleanly using a handsaw, or hand shears. Roots shall be cut cleanly prior to use of the backhoe or other excavator to remove material from the site. At no time is the backhoe or other excavator to be used to remove roots. After proper pruning, cover exposed roots within thirty (30) minutes to minimize desiccation.

Tree roots shall be cut and removed to a maximum depth of twelve (12) inches below level finished grade of the aggregate base and backfilled with eight (8) inches clean native backfill material and four (4) inches of Class 2 aggregate base. Wet and compact the aggregate base and the top six (6) inches of native subbase to 95% relative compaction.

If tree removal is required, appropriate tree removal permits must be secured prior to beginning work.

Full compensation for doing all work required for tree root removal, including furnishing all labor, materials, equipment, and incidentals necessary to complete the work and as directed by the Engineer, shall be included in the prices proposed for "Square Foot of Sidewalk Replacement", or "Linear Foot of Standard Curb and Gutter with 2' wide AC conform", or "Square Foot of Residential Driveway", or "Square Foot of Commercial Driveway" or "Per Curb Ramp" and no additional compensation will be allowed therefor.

**1.05 DISPOSAL OF EXCAVATED MATERIAL**

Contractor shall properly dispose of all excavated material outside of the City limits to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of State, County, and municipal regulations regarding health, safety and public welfare. Do not allow demolished materials to accumulate on site. No overnight storage of material will be allowed.

Full compensation for disposal of excavated material, including disposal of concrete, asphalt concrete, roots, vegetation, debris and loose soil, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

**1.06 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

Contractor shall be responsible for all damage to existing improvements resulting from his operations. Contractor shall repair at his expense all damage to existing improvements resulting from his operations including:

- 1. The repair and replacement of minor irrigation systems damaged as part of the project;
- 2. The repair and replacement of landscaping damaged or removed as part of project;
- 3. Water and gas services damaged by the Contractor's operations.

If a water service in the sidewalk section needs to be lowered it will be done by the City of Belle Isle Water Department. Contractor will not be responsible to replace any pull boxes etc. that were broken prior to start of work.

**1.07 ROOT BARRIER**

Root barrier shall be installed behind all new and existing sidewalks. The root barrier shall be high-density polyethylene 0.080 inches thick, 18 inches in height. Contractor shall excavate up to a 4-inch wide trench adjacent to the landscaping to a depth of 2-ft. The Contractor shall remove all roots within the trench. The root barrier is at grade. The root deflectors shall face away from the path. Any landscaping and irrigation affected by construction shall be replaced.

**1.08 AGGREGATE BASE**

Aggregate base shall be Class 2 (1/2-inch max) AB compacted to 95% relative compaction. Aggregate base shall conform to specified thickness and compaction. Sidewalk base, curb ramp base, and residential driveway base shall be 4-inch thick Class 2. Curb and Gutter base and commercial driveway base shall be 6-inch thick Class 2.



Aggregate base shall be produced from commercial quality aggregates consisting of broken stone; crushed gravel, natural, clean, rough-surfaced gravel and sand; or a combination thereof. Spreading and compacting shall be performed by methods that will produce a uniform base, firmly compacted, and free from pockets of coarse or fine material.

Full compensation for doing all work required for placement of aggregate base, including furnishing all labor, materials, equipment and incidentals necessary to complete the work and as directed by the Engineer, shall be included in the prices proposed for "Square Foot of Sidewalk", or "Linear Foot of Curb and Gutter with 2' wide AC conform", or "Square Foot of Residential Driveway", or "Square Foot of Commercial Driveway" or "Per Curb Ramp," and no additional compensation will be allowed therefor.

### **1.09 CONCRETE SIDEWALK**

Concrete sidewalk shall conform to Section 90 of the State Specifications for materials, mixing and placement and to City Standard Details. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Sidewalk shall be 4 inches minimum with broom-finished surface.

Expansion joints shall be installed at intervals not exceeding 20 feet; and deep score or cold joint shall be installed at 10 foot intervals. Sidewalk score lines shall be located at 2.5 foot intervals. Where new pour abuts existing concrete, 8-inch long, No. 4 steel rebar shall be installed 4-inches into existing concrete.

The area behind the sidewalk shall be backfilled with select clean native soil (no rocks, free of organic matter and deleterious material) to finish grade on both sides of the new sidewalk or to the back of the curb after the forms are removed.

To minimize inconvenience to traffic and the public in general, the Contractor shall schedule the concrete placement to be no more than seven (7) calendar days behind the removal operation. Safe and adequate pedestrian and vehicular movement at and around all construction sites shall be provided and maintained at all times. Approved barriers and signs (traffic flagging personnel, if necessary), shall be furnished and utilized by the Contractor to ensure public safety at all times. All work mentioned above shall be included in the unit price for this proposal item.

### **1.10 CONCRETE CURB AND GUTTER**

Concrete curb and gutter shall conform to State Specifications for materials, mixing and placement. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Use one standard brand throughout all work. Curb and gutter shall be 6 inches thick with broom-finished surface. Curb and gutter shall be poured separately from the sidewalk.

Expansion joints shall be installed at intervals not exceeding 20 feet. The expansion joints shall be installed vertically and shall extend to the full depth and width of the curb and gutter, or as directed by the Engineer. Where new pour abuts existing concrete, 8-inch long, No. 4 steel rebar shall be installed 4-inches into existing concrete. Excess filler material shall be trimmed-off in a neat and skillful manner. Deep score-lines shall be installed at 10 foot intervals.

### 1.11 EXPANSION JOINTS

Expansion joints shall be filled with ½-inch thick pre-molded joint filler shaped to fit the concrete that is being placed. Joint fillers shall extend the full width and depth of expansion joint, flush with finished concrete surface. Expansion joints shall be located at intervals of 20 feet and at the end of curb returns. Deep score lines shall be located at intervals of 10 feet.

Full compensation for installation of expansion joints, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

### 1.12 REINFORCING BARS / DOWELS

Eight (8) inch No. 4 steel rebar shall be installed at locations as directed by the Engineer. Reinforcing bars and tie bars shall be ASTM A 615, Grade 60, deformed. Where a new pour abuts existing concrete, rebar shall be installed 4-inches into existing concrete.

Full compensation for installation of rebar, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

### 1.13 COMMERCIAL CONCRETE DRIVEWAY

Commercial concrete driveway shall conform to City Standard Details. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Welded wire mesh 4" x 4" shall be installed over entire driveway area. Driveway shall be 6 inches thick with broom-finished surface. Driveway base shall be 6-inch thick Class 2 (1/2-inch max) AB compacted to 95% relative compaction.

### 1.14 RESIDENTIAL CONCRETE DRIVEWAY

Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Driveway shall be 4 inches thick with broom-finished surface. Driveway base shall be 4-inch thick Class 2 (1/2-inch max) AB compacted to 95% relative compaction.

### 1.15 CURB RAMPS

Concrete curb ramps shall conform to the most recent Caltrans Standard Plans. Contractor shall be responsible to check for the more recent revision of the Standard Plans. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Curb ramps shall be with broom-finished surface. Curb ramp base shall be 4-inch thick Class 2 (1/2-inch max) AB compacted to 95% relative compaction.

Any existing pull boxes, valve boxes etc. shall be aligned and leveled in the demolished area to be flush and level with finished surface of new ramp. Curb ramps shall have a safety yellow polyurethane tactile mat extending the full width of the ramp. The edge of the detectable warning surface nearest the street shall be between 6 inches and 8 inches from the gutter flow-line and shall extend three feet towards the back of the ramp. The surface dimensions of raised truncated domes and spacing shall conform to the most recent FDOT Standard Plans. The mat shall be mechanically fastened and adhered to the underlying substrate according to the manufacturer's instructions.

### 1.16 ASPHALT CONCRETE

Asphalt concrete, at a minimum, shall match existing thickness of adjacent pavement.

Includes replacement of a two-foot wide strip of asphalt adjacent to the areas of curb and gutter curb ramps, and driveways, identified for replacement.

A 6" depth of existing section shall be neatly saw-cut and removed. Remove all roots up to a maximum depth of twelve (12) inches below level finished grade. The underlying material to remain in place shall be re-compacted to 95%. The Contractor shall top off with new base material and compact the top foot to 95% relative compaction. Installed base material shall be Class 2 (1/2" max) AB.

After approval of compaction of the base material and prior to placing new asphalt concrete, Contractor shall prime all horizontal and vertical surfaces with a tack coat of liquid asphalt binder. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Asphalt concrete will be installed in two separate lifts no greater than 3 inches in thickness (compacted). Fill the 6" depth of asphalt concrete repair to match level of adjacent pavement. The finished edges will be tack coated with liquid asphalt and sanded.

Full compensation for installation of two (2) foot asphalt concrete conform adjacent to newly installed curb and gutter, driveway or curb ramps shall be included in the price proposed for "Linear Foot of Concrete Curb and Gutter" or "Square Foot of Residential/Commercial Driveway" or "per Curb Ramp" and no additional compensation will be allowed therefor.

### 1.17 TACK COAT

Before replacing asphalt concrete, an asphalt-emulsion paint binder (tack coat) shall be applied to all horizontal and vertical surfaces of existing pavement and to all vertical surfaces of curbs, gutters and construction joints.

Full compensation for application of tack coat, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

### 1.18 MINOR CONCRETE REPAIR / CATCH BASINS

This involves the removal, disposal and replacement of existing pre-cast catch basin lid, adjustment of catch basin to grade, and replacement of sidewalk sections directly adjacent to catch basin. The top of the catch basin shall be accurately brought flush with the surface of the surrounding adjacent sidewalk. Pre-cast catch basin lid shall be approved by the Engineer. Where a new pour abuts existing concrete, two (2) eight (8) inch No. 4 steel rebar shall be installed 4-inches into existing concrete.

Reinforced curb inlet lids shall be measured and paid for on a per each basis. The unit price paid per each curb inlet, shall include the cost of pre-cast concrete sections and doing all work required

and furnishing all labor, materials, equipment and incidentals necessary to complete the work and as directed by the Engineer and no additional compensation will be allowed therefor.

**1.19 FINISHES**

Finish surfaces to true planes within a tolerance of ¼-inch in 10 feet as determined by a 10-foot long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Re-float surface to a uniform granular texture. Finish with a medium to fine textured broom finish perpendicular to line of traffic to provide a uniform fine line texture finish. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

**1.20 DRAINAGE**

Provide a smooth transition between existing adjacent grades and new grades. Flow line of gutter shall conform to current drainage flow to prevent pooling and eliminate low spots.

**1.21 DEBRIS AT STORM DRAINS**

Contractor shall take all measures to prevent dirt, debris and obstructions of any kind from entering storm lines, catch basins and appurtenant drainage structures. If debris infiltrates, Contractor shall be responsible for removal of all debris that enters the storm drain system from construction activity.

**1.22 DUST CONTROL**

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside of the right-of-way. Full compensation for all such dust control shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

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