

C. BID DOCUMENTS

C1: BID PROPOSAL

City of Marco Island – Public Works Facility ITB# 2026-010

Full Name of Bidder Rycon Construction, Inc.

Main Business Address 2501 Smallman Street, Suite 100, Pittsburgh, PA 15222

Place of Business 11215 Metro Parkway, Suite 2, Fort Myers, FL

Telephone No. 239-365-2100 Fax No. N/A

Email Address mmastro@ryconinc.com

Email is considered to be a valid and accepted manner of communication between the City and the Bidder.

State Contractor's License # CGC1504424 Type: General Contractor

To: CITY MANAGER, CITY OF MARCO ISLAND, FLORIDA
(hereinafter called the Owner)

The undersigned as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion and fraud with any other person, firm or corporation; and that it has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications. Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor's Initials
<u>1</u>	<u>5/20/2026</u>	<u>Mz</u>
<u>2</u>	<u>6/2/2026</u>	<u>Mz</u>
<u>3</u>	<u>6/9/2026</u>	<u>Mz</u>
<u>4</u>	<u>6/16/26</u>	<u>Mz</u>

Bidder proposes, and agrees if this Proposal is accepted, to contract with the Owner in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary supervision, project management, maintenance of traffic, machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work. Bidder agrees to furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth; to furnish the Contractor's Bonds and Insurance specified in the Contract Bidding Documents; and to do all other things required of the Contractor by the Contract Documents. Bidder guarantees the foregoing for due compensation and agrees that it will take full payment of the sums set forth in the following Bid Schedule.

ADDITIONAL CONTRACTOR INFORMATION

I. Contact for inquiries regarding this Bid:

Name: Matt Mastrofrancesco Phone No. 239-399-1380

Email: mmastro@ryconinc.com

II. Additional Company Information

Company's Primary Area(s) of Expertise:
General Contractor, Construction Manager, & Design-Builder

Type of Company: _____ Sole Proprietorship: X Corporation: _____

Partnership Date Formed: 4/27/1989 Number of Employees: 800 - 850

Federal Tax I.D. # F.S. 119.071(5)(a)(5)

Contractor License(s): complete as applicable

Marco Island Building Services Registration # N/A

State License # CGC1504424 Expiration date 8/31/2026

Collier County License # LCC20160000829 Expiration date 8/31/2026

Has the company operated under any other names in the past five years?

Yes _____ No X If yes, give name(s): _____

Does the company have offices, plants or warehouses in any other location? X Y _____ N

If yes, list addresses: 2501 Smallman St, Pittsburgh, PA (HQ); 2325 Lakeview Pkwy, Alpharetta, GA; 156 S South Street, Gastonia, NC
1303 Prospect Ave E., Cleveland, OH; 1551 Sawgrass Corp Pkwy, Sunrise, FL; 2 Logan Square, Philadelphia, PA;
25700 I-45 North, The Woodlands, TX; 909 Rose Avenue, North Bethesda, MD

Bonding Capacity

Single bonding limit \$ 300,000,000 Aggregate Limit \$ 1,500,000,000

Bonding Company Name & Address:

Company: Zurich

Agent: Alliant Insurance Services, 1501 Reedsdale Street, Suite 3005

Pittsburgh, PA 15233

Has your company or any of its key people been a party to a bankruptcy or reorganization proceeding?

Yes _____ No X If yes, date _____

During the past five years have any subcontractors or suppliers filed any liens against you?

Yes X No If yes, give details of any liens over \$5,000. Please provide details in attachment

Have you ever failed to complete a contract, been defaulted, or had a contract terminated?

Yes X No If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been involved in any lawsuits arising from construction projects?

Yes X No . If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of any labor laws?

Yes No X. If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of state, federal or local environmental protection laws?

Yes No X. If yes, please provide details in attachment.

I HEREBY CERTIFY BEING FIRST DULY SWORN THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT

COMPANY NAME: Rycon Construction, Inc.

By:

Title: Executive Vice President, Fort Myers

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30th day of JUNE, 20 26, by MATT MASTROFRANCESCO (name of person making statement).

My Commission Expires: 4/20/2030

[Signature]
(Signature)

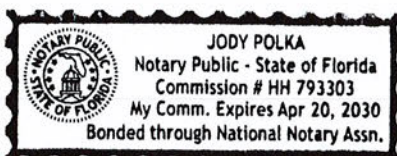
Name: Jody Polka

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: Florida

Commission No.: HH 793303



Rycon Construction LITIGATION

Rycon provides construction management, general contracting, and design- build services across the U.S. through nine (9) office locations. Given our company's size, litigation is sometimes a part of our business. Any litigation represents a marginal fraction of the projects Rycon completes, and none are material to our operations or services provided. Rycon works diligently to avoid litigation with clients, subcontractors, and material suppliers. We are able to provide additional details upon request.

During the past five years have any subcontractors or suppliers filed any liens against you?

DESCRIPTION

7/22/2025: Preferred Mechanical, LLC v. Rycon Construction, Inc. and Farish Holdings, LLC, Docket No. C-20254764, 15th Judicial District Court, Lafayette Parish, Louisiana : \$78,500 settlement payment to subcontractor (This matter resulted from the filing of a mechanics lien by subcontractor. Rycon was not technically in breach of its contract with subcontractor due to a pay-if-paid provision in its subcontract agreement, but in order to satisfy the Owner, this matter was settled to remove the mechanics lien).

7/23/2025: Southwest Construction Services, Inc. v. Rycon Construction, Inc., GCTC Res, LLC, GCTC Holdings, LLC, GCTC Property LP, and PNC Bank, National Association, Circuit Court for the Twentieth Judicial Circuit, Lee Co., FL: \$150,000 settlement payment to subcontractor. (This matter resulted from the filing of a mechanics lien by subcontractor. Rycon was not technically in breach of its contract with subcontractor due to a pay-if-paid provision in its subcontract agreement, but in order to satisfy the Owner, this matter was settled to remove the mechanics lien).

Have you ever failed to complete a contract, been defaulted, or had a contract terminated?

PROJECT

DESCRIPTION

**Gulf Coast Town Center Apartments
Fort Myers, FL**

Notice of termination received on 12/9/2025. This project was complete at the time of the notice of termination, and the notice of termination was in response to Rycon's filing a demand for arbitration for certain unpaid change orders and progress/final payment. The propriety of this termination notice is one of many issues being contested in the pending AAA arbitration proceeding (AAA Case No. 01-25-0005-4273).

**301 Flats Apartments &
The Savoy Senior Living Apartments
Bradenton, FL**

Notice of termination received on 3/12/2026. Project was subject to numerous owner and architect caused delays and unpaid change orders; and incurred multiple severe damage events due to extreme weather, which are the subject of outstanding builders' risk insurance claims. Owner's termination was improper and Rycon intends to fully litigate the matter to recover its damages.

In the past five years, has your company or any of its key people been involved in any lawsuits arising from construction projects?

DESCRIPTION

*Tanika R. Ward-Green and William Ownes v. Oxford Development Co., Three Crossings 2.0-G, L.P. and Rycon Construction, Inc. v. Overhead door Company of Greater Pittsburgh and TC Stein Industries, LLC, Case No. GD-24-11332, Allegheny Co., PA Court of Common Pleas

*Alice Lisanti and Michael Lisanti v. J&K Door and Hardware, Inc., Davis-Fetch Co., Inc., Davis Fetch Corp of PA, and Davis-Fetch v. Rycon Construction, Inc., Case No. GD-21-9018, Allegheny Co. Court of Common Pleas

*Susan Skantar Nicole Schorck v. Rycon Construction, Aramark, McKamish, et al., Case No. 23CI01338, Westmoreland Co. PA Court of Common Pleas

Nickos Contracting, LLC v. Rycon Construction, Inc., Case No. 2506051998, Court of Common Pleas of Philadelphia Co., PA (subcontractor non-payment)

Circle City Contractors, Inc. v. Rise Commercial District, LLC, v. Rycon Construction, Inc., et al., Case No. 25CV000793, Court of Common Pleas of Lake Co., OH (defective workmanship)

*Daniel Christman v. Rycon Construction, Inc., City of Philadelphia, and John Does, Case ID No. 250902899, Court of Common Pleas of Philadelphia County, PA

*Sheila Cauley and William Cauley v. Rycon Construction, Inc., City of Pittsburgh, and Sargent Electric Company, Case No. GD-25-011782, Court of Common Pleas of Allegheny Co., PA

Rycon Construction

LITIGATION

DESCRIPTION

F.L. Pinto Companies, LLC, d/b/a PWC Companies v. Rycon Construction, Inc. and Luis Menjivar, CL-2026-0000882, Circuit Court of Fairfax Co., VA (employment-related matter; violation of non-compete)

Morris Boardman v. Rycon Construction, Inc and Drewry Site Development, Case No. CACE26000395, Circuit Court of Broward County, Florida

Apro Construction Group, LLC v. Rycon Construction, AAA Arbitration No. 01-26-000-03282

Rycon Construction, Inc. v. Derek Davies and Café Conmigo Dos, AAA Case No. 01-26-0000-2207

Tammy and Maurice Prendergast v. Rycon Construction, Inc., et al. Case No. 26-1960, Allegheny County Court of Common Pleas

*Edwin and Julia Crespo v. Rycon Construction, et al. Case No. 00695, Philadelphia County Court of Common Pleas

**Denotes matters are personal injury/property damage matters being handled by insurance defense counsel.*

C2: BID SCHEDULE SUMMARY (revised 05-29-26)					
City of Marco Island Public Works Facility					
ITB 2026-010					
BIDDER MUST FILL IN THE INFORMATION BELOW					
Bidder: Rycon Construction Inc.			Quote Submission Date: 6/30/2026		
Contact: Matt Mastrofrancesco					
Email: mmastro@ryconinc.com			Phone No.: 239-365-2100		
* Having carefully examined the Contract Documents, the Contractor proposes to furnish the following, which meet these project specifications. The contractor must bid on every item. The total base bid price will be used to determine the low bidder.					
Item	Item Description	Unit	Qty	Unit Price	Total Price
BASE BID - OFFICE BLDG					
GENERAL					
1	General Conditions including, but not limited to mobilization/demobilization, bonding, surveying, etc.	LS	1	\$ 291,826.27	\$ 291,826.27
SITE					
2	Demolition and disposal (includes trailers, pavement, fence, concrete, & covered storage & shed handling, etc.)	LS	1	\$ 29,294.04	\$ 29,294.04
3	Earthwork, limerock base, compaction, testing, riprap, gravel, final grading, erosion control, etc.	LS	1	\$ 279,885.51	\$ 279,885.51
4	Concrete and masonry including curbs, site retaining walls, site slabs/pads (except at well), etc.	LS	1	\$ 16,644.80	\$ 16,644.80
5	Fence and gates w/operators	LS	1	\$ 39,907.12	\$ 39,907.12
6	type C grate inlet	LS	1	\$ 8,125.00	\$ 8,125.00
7	Paving and striping	LS	1	\$ 3,125.00	\$ 3,125.00
8	Site potable water and fire lines, detector check and meter assy, FDC, hydrant relocation, etc	LS	1	\$ 21,904.58	\$ 21,904.58
9	Sanitary sewer lateral	LS	1	\$ 3,591.00	\$ 3,591.00
10	Bollards and guard rails	LS	1	\$ 16,170.10	\$ 16,170.10
11	Landscaping, sodding, irrigation, etc.	LS	1	\$ 20,716.11	\$ 20,716.11
SUBTOTAL SITE (BASE BID)					\$ 439,363.26
OFFICE BUILDING (complete, per plans and specifications)					
12	architectural (includes finishes, furnishings, insulation, paint, etc.)	LS	1	\$ 277,991.04	\$ 277,991.04
13	structural (includes slab, pre-engineered bldg, etc.)	LS	1	\$ 407,627.43	\$ 407,627.43
14	mechanical/HVAC	LS	1	\$ 54,351.13	\$ 54,351.13
15	plumbing	LS	1	\$ 30,603.00	\$ 30,603.00
16	fire protection	LS	1	\$ 16,968.00	\$ 16,968.00
17	electrical & communications (includes site & bldg electrical)	LS	1	\$ 103,171.50	\$ 103,171.50
SUBTOTAL OFFICE BLDG (BASE BID)					\$ 890,712.09
SUBTOTAL BASE BID					\$ 1,621,901.63
OPTION A - COVERED OPEN STORAGE					
GENERAL					
A1	General Conditions (incremental cost not included in item 1 above)	LS	1	\$ 110,986.32	\$ 110,986.32
SITE					
A2	Demolition and disposal (includes asphalt, underground, lift sta, etc.)	LS	1	\$ 24,051.00	\$ 24,051.00
A3	Earthwork, pavement & road base restoration for GW main, erosion control, etc.	LS	1	\$ 79,210.79	\$ 79,210.79
A4	GW main, connections, caps, casing, etc.	LS	1	\$ 216,013.38	\$ 216,013.38
SUBTOTAL SITE (OPTION A)					\$ 319,275.17
COVERED OPEN STORAGE BUILDING					
A5	structural (includes slab, pre-engineered bldg, bollards, etc.)	LS	1	\$ 288,254.40	\$ 288,254.40
A6	electrical (includes site & bldg, also includes lighting)	LS	1	\$ 30,653.50	\$ 30,653.50
SUBTOTAL OPEN BLDG (OPTION A)					\$ 318,907.90
SUBTOTAL OPTION A					\$ 749,169.39
OPTION B - RAISE WATER WELL					
B1	concrete slab w/bollards	LS	1	\$ 10,413.94	\$ 10,413.94
B2	earthwork, compaction, testing, riprap, gravel, etc.	LS	1	\$ 8,225.78	\$ 8,225.78
B3	well piping and fittings	LS	1	\$ 6,850.98	\$ 6,850.98
B4	well electrical accommodations	LS	1	\$ 4,187.29	\$ 4,187.29
SUBTOTAL WELL (OPTION B)					\$ 29,677.98
SUBTOTAL OPTION B					\$ 29,677.98
CONTINGENCY*					\$ 50,000.00
TOTAL					\$ 2,450,749.00

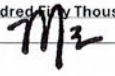
* Work considered contingency will be requested by the Owner. The contractor must submit a detailed cost proposal for contingency work, and the Owner must approve in writing prior to the Contractor ordering materials or starting any work related to contingency.

CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. The Excel document contains formulas for convenience; however, the Contractor must verify that all pricing and calculations are **CORRECT**. The City of Marco Island is not responsible for errors in formulas or the unit prices and extended amounts; the unit prices will prevail, and the corrected extension(s) and total(s) will be considered the price. calculations contained within Excel document(s). REMINDER: If there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail, and the corrected extension(s) and total(s) will be considered the price.

THIS IS A LUMP SUM BID INCLUSIVE OF ALL ITEMS IN THE CONTRACT DOCUMENTS. ITEMS NOT SPECIFICALLY LISTED ABOVE SHALL BE INCIDENTAL TO CORRESPONDING ITEMS AND INCLUDED IN THE CONTRACT PRICE (TOTAL BID MINUS CONTINGENCY). BIDDERS MUST BE READY TO SUBMIT A DETAILED BID SCHEDULE BREAKDOWN WHEN REQUESTED BY THE CITY, BEFORE OR AFTER THE AWARD OF THE CONTRACT, AND PRIOR TO THE FIRST PAY REQUEST.

Written Amount (TOTAL): Two Million Four Hundred Fifty Thousand Seven Hundred Four-Nine Dollars

Authorized Signature: 

Date: 06/ 30/2026

Company Name: Rycon Construction Inc.

C4: LIST OF SUBCONTRACTORS

City of Marco Island
Public Works Facility
ITB# 2026-010

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Project Manager. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The City reserves the right to disqualify any bidder who includes non-compliant subcontractors in his bid offer. The bidder shall provide evidence that the subcontractor has agreed to provide the class of work as indicated on this form if so requested by the City. Failure to provide this evidence, if requested, may result in the disqualification of the bid. Further, the City may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the City. THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed). Bidder must be prepared to provide documentation demonstrating agreement of the subcontractor to participate in the bid.

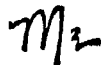
Subcontractor and Address

Class of Work to be Performed

- | | | |
|----|---|---------------------------------|
| 1. | <u>Fluharty-Monroe Construction Inc</u>
<u>17342 Alico Center Rd, Fort Myers, FL</u> | <u>Concrete & Masonry</u> |
| 2. | <u>Corporate Woodworking</u>
<u>3112 29th Ave East, Bradenton, FL</u> | <u>Millwork</u> |
| 3. | <u>Global Door Suppliers</u>
<u>630 E Woolbright Rd, Boynton Beach FL</u> | <u>Doors, Frames, Hardware</u> |
| 4. | <u>Dash Door</u>
<u>8800 NW 23rd St, Miami, FL</u> | <u>Storefront & Windows</u> |
| 5. | <u>Overhead Door of Fort Myers</u>
<u>2325 Crystal Drive, Fort Myers, FL</u> | <u>Overhead Doors</u> |

Total % of Work to be performed by subcontractors- 100 %

Dated 06/30/2026 Rycon Construction, Inc.
Bidder

BY: Matt Mastrofrancesco 

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City of Marco Island
Public Works Facility
ITB# 2026-010

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<u>Subcontractor and Address</u>	<u>Class of Work to be Performed</u>
1. <u>Specialty Drywall Services</u> <u>2701 SW 36th Lane, Cape Coral, FL</u>	<u>Drywall & Framing</u>
2. <u>TSI Commercial Floor Covering</u> <u>6451 NW 102 Ave, Doral, FL</u>	<u>Flooring</u>
3. <u>Rice Insulation & Glass</u> <u>14970 Technology Ct, Fort Myers, FL</u>	<u>Acoustical Ceilings</u>
4. <u>Starline Painting Inc</u> <u>12811 Commerce Lakes Dr, Unit 10, Fort Myers, FL</u>	<u>Paint</u>
5. <u>Crowther Roofing & Sheet Metal</u> <u>4054 Mayflower Rd, Fort Myers, FL</u>	<u>Specialties</u>

Total % of Work to be performed by subcontractors- 100 %

Dated 06/30/2026 Rycon Construction, Inc.
Bidder

BY: Matt Mastrofrancesco 

C4: LIST OF SUBCONTRACTORS

City of Marco Island
Public Works Facility
ITB# 2026-010

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<u>Subcontractor and Address</u>	<u>Class of Work to be Performed</u>
1. <u>Campana Building Consultants</u> <u>33300 Egypt Ln, E-100, Magnolia. TX</u>	<u>Metal Building</u>
2. <u>Precision Automatic Sprinkler</u> <u>5470 Lee St, #2, Lehigh Acres, FL</u>	<u>Fire Sprinkler</u>
3. <u>Aristocrat Plumbing</u> <u>300 Leonard Blvd N, Unit #10, Lehigh Acres, FL</u>	<u>Plumbing</u>
4. <u>Caloosa Cooling</u> <u>14241 Jetport Loop, #1, Fort Myers, FL</u>	<u>HVAC</u>
5. <u>Reks Contractors</u> <u>2660 Springbluff Ct, Buford, GA</u>	<u>Electrical</u>

Total % of Work to be performed by subcontractors- 100 %

Dated 06/30/2026 Rycon Construction, Inc.
Bidder

BY: Matt Mastrofrancesco 

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Public Works Facility
ITB# 2026-010

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<u>Subcontractor and Address</u>		<u>Class of Work to be Performed</u>
1.	Bartolone Excavating 2560 4th Ave NE, Naples, FL	Sitework
2.	M&A Irrigation 16301 Palm Beach Blvd, Alva, FL	Landscaping
3.	Ballfer Services 10101 US 41, Bldg #2, Palmetto, FL	Fence
4.		
5.		

Total % of Work to be performed by subcontractors- 100 %

Dated 06/30/2026 Rycon Construction, Inc.
Bidder

BY: Matt Mastrofrancesco 

C5: STATEMENT OF EXPERIENCE OF BIDDER

City of Marco Island Public Works Facility ITB# 2026-010

The Bidder is required to state below what work of similar type and magnitude is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the contract.

Please list at least five projects and only projects that you have completed within the last 5 years or are currently working on. Florida references only.

Project Name	<u>Marco Island Mackle Park Airnasium</u>		
Description of Work	<u>Replaced the Mackle Park airnasium, including demolition of the existing structure and construction of a new facility with updated electrical systems, lighting, and site restoration.</u>		
Location	<u>Marco Island, FL</u>		
Year	<u>2026</u>	Contract Price	<u>\$ 571,000</u>
Contact Name	<u>Danielle Hansen</u>		
Title & Name of Firm	<u>Recreational Programs Supervisor, City of Marco Island</u>		
Phone No.	<u>239-389-50322</u>		
Email:	<u>dhansen@cityofmarcoisland.com</u>		

Project Name	<u>Bat House Park Hurricane Repairs</u>		
Description of Work	<u>FEMA-funded park restoration following hurricane damage, including debris removal, structural stabilization, seawall repairs, and site improvements.</u>		
Location	<u>Matlacha, FL</u>		
Year	<u>2024</u>	Contract Price	<u>\$ 317,000</u>
Contact Name	<u>Bill Dooling</u>		
Title & Name of Firm	<u>Lee County (Project Owner); Cape Coral (Contact's Current Employer)</u>		
Phone No.	<u>239-699-1399</u>		
Email:	<u>wdooling@capecoral.gov</u>		

Project Name	<u>Thonotosassa Fire Station #21</u>		
Description of Work	<u>New 7,300 sf two-bay fire station with living quarters, support spaces, full MEP systems, specialty finishes, and complete site work including utilities, parking, and infrastructure.</u>		
Location	<u>Thonotosassa, FL</u>		
Year	<u>2026</u>	Contract Price	<u>\$6,200,000</u>
Contact Name	<u>Gustavo Lotti</u>		
Title & Name of Firm	<u>Project Manager, Hillsborough County</u>		
Phone No.	<u>541-740-5337</u>		
Email:	<u>LottiG@HCFL.gov</u>		

Project Name	<u>Progress Village South Fire Station #48</u>		
Description of Work	<u>New 7,600 sf two-bay fire station with full MEP systems, durable finishes, and comprehensive site work including utilities, parking, and infrastructure.</u>		
Location	<u>Riverview, FL</u>		
Year	<u>2026</u>	Contract Price	<u>\$5,600,000</u>
Contact Name	<u>Gustavo Lotti</u>		
Title & Name of Firm	<u>Project Manager, Hillsborough County</u>		
Phone No.	<u>541-740-5337</u>		
Email:	<u>LottiG@HCFL.gov</u>		

Project Name	<u>Lee County Hurricane Ian Repairs</u>		
Description of Work	<u>Rycon completed hurricane damage repairs at multiple Lee County facilities, including structural, mechanical, electrical, and site work across buildings and park sites.</u>		
Location	<u>Various: Lee County, FL</u>		
Year	<u>2025</u>	Contract Price	<u>\$6,300,000</u>
Contact Name	<u>Ashley Koza</u>		
Title & Name of Firm	<u>Project Manager, Lee County</u>		
Phone No.	<u>239-533-8303</u>		
Email:	<u>akoza@leegov.com</u>		

Project Name	<u>Lee County Mosquito Control Storage Building</u>		
Description of Work	<u>New 8,000 sf PEMB storage building with concrete slab, overhead doors,</u> <u>and associated site work and MEP systems.</u>		
Location	<u>Lehigh Acres, FL</u>		
Year	<u>2025</u>	Contract Price	<u>\$690,000</u>
Contact Name	<u>Angel Monges</u>		
Title & Name of Firm	<u>Purchasing Manager, Lee County Mosquito Control District</u>		
Phone No.	<u>239-694-2174 ext. 2133</u>		
Email:	<u>monges@lcmcd.org</u>		

Project Name	<u>PAM Health Rehab Hospital Winter Garden</u>		
Description of Work	<u>New 50,000 sf hospital with structural steel construction, 42 patient rooms, full medical</u> <u>facilities, and supporting site features, including cost-saving design improvements.</u>		
Location	<u>Winter Garden, FL</u>		
Year	<u>2024</u>	Contract Price	<u>\$24,600,000</u>
Contact Name	<u>Kevin Flynn</u>		
Title & Name of Firm	<u>SVP Asset Management, Catalyst Healthcare Real Estate</u>		
Phone No.	<u>850-449-9616</u>		
Email:	<u>kflynn@catalysthre.com</u>		

Project Name	<u>NCH Naples Ambulatory Surgery Center</u>		
Description of Work	<u>12,100 sf ASC within an existing medical building, featuring operating rooms, recovery areas,</u> <u>support spaces, and backup power systems, built to all healthcare codes and standards.</u>		
Location	<u>Naples, FL</u>		
Year	<u>2025</u>	Contract Price	<u>\$8,200,000</u>
Contact Name	<u>John Colvin</u>		
Title & Name of Firm	<u>Associate Director of Project Management, Avison Young</u>		
Phone No.	<u>814-806-7799</u>		
Email:	<u>John.Colvin@avisonyoung.com</u>		

C6: BID AGREEMENT

City of Marco Island
Public Works Facility
ITB# 2026-010

Upon receipt of written notice of the conditional acceptance of this Bid, Bidder will execute the formal Contract attached within 10 calendar days and deliver the Surety Bond or Bonds and Insurance as required by the Contract Documents. The attached bid security (5% of Bid) in the sum of: Five Percent of Amount Bid dollars (\$ 5%) shall become the property of the Owner in the event the Contract, Insurance and Bonds are not executed within the time above set forth for the delay and additional expense to the Owner.

If awarded a contract under this Proposal, the undersigned proposes to commence work at the site on the Commencement Date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) Commencement Date. The undersigned further agrees to substantially complete all work covered by this Proposal within **300** consecutive calendar days, and to fully complete all work in its entirety, including final acceptance, within **330** calendar days from and including the Commencement Date. The term "substantially complete" means a level of completion in compliance with the Contract Documents as certified in writing by Owner's Project Manager and recommended by the Engineer such that Owner has beneficial use of the Project and can operate the Project in all respects for its intended purpose. In the event the Work includes more than one Phase, Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase, including Final Completion.

Rycon

Construction, Inc., being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

Rycon

Construction, Inc., also deposes and says that it has examined and carefully prepared its Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of Pennsylvania, which operates under the legal name of Rycon Construction, Inc., and the full names of its officers are as follows:

President John Sabatos
Secretary Kevin Montez
Treasurer John Sabatos
Manager Matt Mastrofrancesco



(Corporate Seal)

(b) Co-Partnership

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The co-partnership does business under the legal name of:

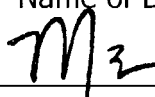
(c) Individual

The Bidder is an individual whose full name is _____, and
if operating under a trade name, said trade name is _____.

DATED 6/30/26

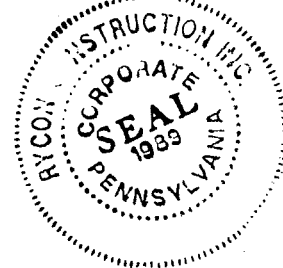
Rycon Construction, Inc.
Legal entity

BY: Matt Mastrofrancesco
Name of Bidder (Typed)


Signature

Executive Vice President, Fort Myers
Title

[Corporate Seal]



C7: BID BOND
City of Marco Island
Public Works Facility
ITB# 2026-010

KNOW ALL MEN BY THESE PRESENTS, that we Rycon Construction, Inc., 2501 Smallman Street, Suite 100, Pittsburgh, PA 15222 (herein after called the Principal), and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196-1056 (herein called the Surety), a corporation chartered and existing under the laws of the State of Illinois with it principal offices in the city of Schaumburg and authorized to do business in the State of Florida are held and firmly bound unto the **City of Marco Island** (hereinafter called the Owner) in the full and just sum of Five Percent of Amount Bid dollars (\$ 5%) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a proposal for furnishing all labor, materials, equipment and incidentals necessary to perform:

City of Marco Island – Public Works Facility

NOW, THEREFORE, The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten days after the date of a written Notice of Award, execute a Contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Performance Bond and Payment Bond payable to the Owner, in an amount of 100 Percent of the total Contract price each in form and with security satisfactory to the said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in the law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed and sealed this 29th day of May, 2026.

BY: Rycon Construction, Inc.

Principal

(Seal)

Fidelity and Deposit Company of Maryland

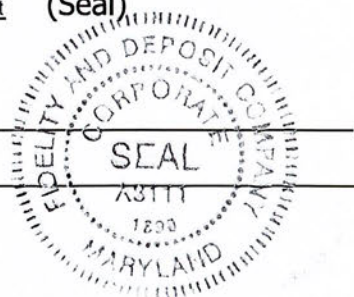
Surety

(Seal)

Jessica Tomshay Jessica Tomshay, Attorney-in-Fact

Countersigned N/A

Local Resident Producing Agent for N/A



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James L. BLY, Andrew BLY, Pamela L. NUNEZ, Daniel A. PAPAJCIK, Abigayle SIMKIN, Ryan BURKE, Emily WILSON, Jessica TOMSHAY of Pittsburgh, Pennsylvania, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of January, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 28th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

C8: NON-COLLUSION CERTIFICATION

**City of Marco Island
Public Works Facility
ITB# 2026-010**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents may make the bid non-responsive and not eligible for award consideration.

(Contractor/ Architect/Engineer's Signature)

Mz

Date 6/30/26

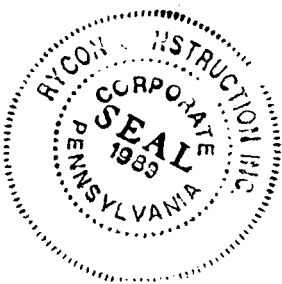
Matt Mastrofrancesco, Executive Vice President, Fort Myers

Name and title of Authorized Signee

Rycon Construction, Inc.

Name of Corporation, Partnership, Trust, Etc.

(SEAL)



C9: PUBLIC ENTITY CRIMES

City of Marco Island
Public Works Facility
ITB# 2026-010

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

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

1. This sworn statement is submitted with bid proposal **#2026-010** for **City of Marco Island - Public Works Facility**.

2. This sworn statement is submitted by Rycon Construction, Inc.
(name of entity submitting sworn statement) whose business address is 11215 Metro Parkway, Suite 2
Fort Myers, FL 33966 its Federal Employer Identification Number (FEIN) is
F.S. 119.071(5)(a)(5) (if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).

3. My name is Matt Mastrofrancesco and my relationship to the entity named
(please print name of individual signing) above is Executive Vice President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

MZ

(Signature)

6/30/26

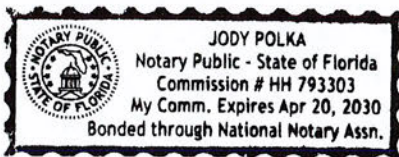
(Date)

STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of JUNE, 2026, by Matt Mastrofrancesco (name of person making statement) who is personally known to me or who has produced _____ (type of identification) as identification.

Affix seal here

Notary Public signature: [Signature]



C10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

**City of Marco Island
Public Works Facility
ITB# 2026-010**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant's Responsibilities).

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

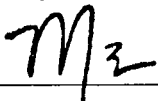
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."



Date 6/30/26

Contractor/ Architect/Engineer's Signature

Matt Mastrofrancesco, Executive Vice President

Name and title of Authorized Signee

Rycon Construction, Inc.

Name of Corporation, Partnership, Trust, Etc.

C11: EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

**City of Marco Island
Public Works Facility
ITB# 2026-010**

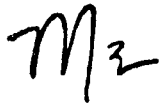
The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security's website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>



(Contractor/ Architect/Engineer's Signature)

6/30/26
Date

Matt Mastrofrancesco
Name and title of Authorized Signee

Rycon Construction, Inc.
Name of Corporation, Partnership, Trust, Etc.

C12: CONFLICT OF INTEREST DISCLOSURE FORM

City of Marco Island Public Works Facility ITB# 2026-010

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the City of Marco Island.

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

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

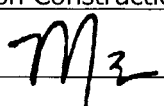
(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

 X **To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.**

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Company Name	<u>Rycon Construction, Inc.</u>
Authorized Signature	<u></u>
Name	<u>Matt Mastrofrancesco</u>
Title	<u>Executive Vice President, Fort Myers</u>
Date	<u>6/30/26</u>

C13: FLORIDA TRENCH SAFETY ACT STATEMENT

City of Marco Island
Public Works Facility
ITB# 2026-010

SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with bid proposal **#2026-010** for *City of Marco Island – Public Works Facility*
2. This Sworn Statement is **submitted by** Rycon Construction, Inc.
(name of entity submitting sworn statement), **hereinafter "BIDDER". The BIDDER'S business address is:** 11215 Metro Parkway, Suite 2, Fort Myers, FL 33966
BIDDER'S Federal Employer Identification Number (FEIN) is F.S. 119.071(5)(a)(5).
3. My name is Matt Mastrofrancesco (print name of individual signing) and my relationship to the BIDDER is Executive Vice President (position or title) of/for the BIDDER. I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.
4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within **Trench Safety Act** (refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s)). Reference to and compliance with the applicable Florida Statute(s) and/or OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.
5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards and agrees to indemnify, defend and hold harmless the OWNER and ENGINEER, and any of their agents or employees, from any claims arising from the failure of the BIDDER to identify applicable standards or to comply with said standards. As specific consideration for the indemnification above, the OWNER agrees to give the BIDDER twenty-five dollars (\$25.00), which the OWNER agrees is paid on behalf of all parties indemnified hereinabove.
6. The BIDDER has allocated and included in its bid the total amount of \$ Included in Site Work based on the linear feet of trench to be excavated over 5 feet deep, for compliance with the applicable Trench Safety Standards and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: *Public Works Facility*.

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for

accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.

7. The BIDDER has allocated and included in its bid the total amount of \$INCLUDED IN SITE WORK based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: City of Marco Island – Public Works Facility.

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the Excavation Contractor. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.

8. The BIDDER, in submitting this bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER:

Rycon Construction, Inc.

By: M3

Executive Vice President

(Signature)

(Position or Title)

6/30/26

(Date)

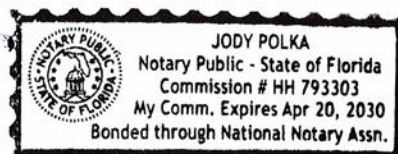
STATE OF Florida

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of JUNE, 2026, by Matt Mastrofrancesco (name of person making statement) who is personally known to me or who has produced _____ (type of identification) as identification.

Affix seal here

Notary Public signature: [Signature]



FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes, Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

	Trench Safety	Units of	Quantity	Unit	Extended
	(Description)	(LF SY)		Cost	Cost
	Included in Site Work				

TOTAL: _____

C14: SAFETY CERTIFICATION

**City of Marco Island
Public Works Facility
ITB# 2026-010**

CONTRACTOR SAFETY CERTIFICATION

As safety is top priority at the City of Marco Island. A Contractor Safety Program has been developed and implemented. This program applies to anyone working on facility property, or on the premises in connection with such work. Compliance by each contractor is required. The following information is provided to assist the contractor in training its employees to work in accordance with City of Marco Island Health & Safety Standards. Each contractor is expected to make all of its employees aware of the following material and to assure compliance therewith:

Hazard Communication Program	Chemical Safety
Confined Space Entry Procedures	Electrical Safety
Lock out/Tag out Procedures	Health & Safety Rules
Excavation Safety Procedures	Trenching and Shoring Procedures
Personal Protective Equipment	Housekeeping Procedures

Guidelines have been established for progressive discipline for safety violations. In the event of an unsafe act, City of Marco Island will initiate the steps listed below:

- 1st Violation** – Verbal warning to contractor’s authorized representative on site
- 2nd Violation** – Meeting with contractor’s company manager
- 3rd Violation** – Written notice to contractor
- 4th Violation** – Termination of Contract

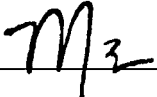
The contractor will also be subjected to random inspections by a City of Marco Island representative to confirm that all workers are aware of their safety and our policy. City of Marco Island does not guarantee that any inspections will occur, and the Contractor remains solely responsible for assuring awareness and compliance by the Contractor’s employees. The Contractor agrees to arrange for supervision of its employees and agents to assure compliance with all applicable Federal, State and City of Marco Island safety requirements.

Please sign and return this document signifying that you have received it and agree to follow all applicable Federal, State, and City of Marco Island safety requirements.

Contractor/Company Name: Rycon Construction, Inc.
(Please Print)

Contractor/Company Representative Name: Matt Mastrofrancesco
(Please Print)

Contractor/Company Representative Title: Executive Vice President, Fort Myers
(Please Print)

Signature: 

Date: 6 / 30 / 2026

C15: ASBESTOS WORK PLAN

**City of Marco Island
Public Works Facility
ITB# 2026-010**

REPAIR, REMOVAL AND MAINTENANCE OF ASBESTOS-CONTAINING CEMENTITIOUS PIPES (April 20, 2010)

ASBESTOS WORK PLAN

The following work plan is for the repair, removal and maintenance of asbestos cement pipe (AC). This work plan should be considered as minimal guidelines for the disturbance of the material. The Contractor shall utilize all appropriate controls and work practices necessary to protect workers, people in the vicinity of the work area, and the environment, regardless of the inclusion or exclusion of this work plan. Contractor questions should be resolved prior to the start of the abatement project. The primary concerns and considerations of these work practices is the protection of human health and the environment, as well as to minimize the Owner's and Contractor's liability exposure before, during and after the abatement process.

GENERAL

The City of Marco Island, shall employ the Contractor, for the purpose of repair, removal and maintenance of AC pipe.

INDEMNITY The Contractor shall indemnify, defend and save the Owner harmless from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the of the Contractor and persons employed or utilized by the Contractor in the performance of the work associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing. The monetary limitation on the extent of indemnification pursuant to this paragraph shall be \$ 1 million per occurrence.

The Contractor shall indemnify, defend and save the Owner harmless against all damages, losses, and claims resulting from the activities, or lack of activities associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing.

REGULATIONS, CODES AND STANDARDS

The Contractor shall comply with all regulations, codes and standards. These shall include, but are not limited to:

- 1 Title 29, Code of Federal Regulations, Section 1910.134 and 1926.1101. Occupational Safety and Health Administration (OSHA), US Department of Labor.
- 2 Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants. US Environmental Protection Agency (EPA).
- 3 State of Florida's Administrative Code 62-204.800. US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).
- 4 State of Florida, Chapter 62-257, Florida Administrative Code.
- 5 Florida Statutes, Chapter 469, Licensing Requirements (Exemptions 469.002)
- 6 State of Florida, City of Marco Island codes and ordinances as applicable.

CONTRACTOR STAFFING

1. All work will be supervised by a qualified individual meeting the requirements of a Competent Person* and possessing the following minimum qualifications and training:

- a) Satisfactory completion of an Asbestos Abatement Project Supervisor course

- Medical examination for respirator use
 - Fit test for respirator type
- b) Training in the maintenance, repair and removal of AC pipe

*A Competent Person, is capable of identifying existing asbestos hazards at the work place, determine if a Negative Exposure Assessment (NEA) exists, is qualified to train other workers, and has the authority to take prompt corrective measures to eliminate a hazardous exposure. In addition the competent person must be trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor.

2. Any direct contact with AC pipe will be performed by qualified workers possessing the following minimum qualifications and training:

- a) Satisfactory completion of an OSHA Class II Worker course **
- Medical examination for respirator use
 - Fit test for respirator type
- b) Training in the maintenance, repair and removal of AC pipe

**Class II Training Requirements must be met for work involving building materials including roofing, flooring, siding materials, ceiling tiles or transite panels training shall include at a minimum the elements in paragraph 29 CFR 1926.1101 (k) (9)(iv)(A) and specific work practices and engineering controls set forth in paragraph (g). It shall include hands-on training and it is to be at least 8 hours in length.

Annual refresher course work is required. The length of time for the refresher training is not specified.

3. Personal Protective Equipment (PPE) for each worker will include hard hat, steel toed shoes, disposable protective clothing, respiratory protection and high visibility reflective vests. Respirators shall be fitted with a P-100 filtering cassette. (The use of disposable protective clothing, and respiratory protection will be determined by the establishment of a Negative Exposure Assessment and continual personnel air monitoring).

WORK PROCEDURES

controlling Government Regulation:

OSHA's Construction Industry Standard for Occupational Exposure to Asbestos Subpart Z, 29 CFR 1926.1101 Asbestos.

Work-Task Assumptions/Requirements of the Employer at Project Work-Site:

Prior to commencing the demolition and removal of the A-C pipe, the contractor has:

- (1) Determined by thorough inspection the existence and the extent of any ACM.
- (2) Given written notice to appropriate governmental agency at the beginning of abatement activity.
- (3) Conducted an Initial Exposure Assessment (IEA) test plan or baseline report, which complies with the criteria in Paragraph (f)(2)(iii) of the above referenced controlling government regulations (section), and which demonstrates that the employees' exposure to airborne asbestos fibers during removal of the Asbestos-Cement (A-C) pipe is expected to be consistently below the Permissible Exposure Levels (PELs) i.e... exposure must be less than 0.1 fiber/cubic centimeter (cc) of air for an eight (8) hour time-weighted average limit (TWA), and less than 1.0 fiber/cc of air as averaged over a sampling period of thirty (30) minutes, all as determined by the method prescribed in Appendix A to the referenced section, or by an equivalent method, and therefore, the employer intends to do the A- C pipe removal through the use of Negative Exposure Assessments (NEAs). Procedures for Removal of Asbestos-Cements (A-C) Pipe, Also Commonly Referred to as Transite Pipe. This work activity is identified as a Class II asbestos removal activity by OSHA's Subpart Z, 29 CFR 1926.1101, with the A-C pipe removal is being done utilizing a valid Negative Exposure Assessment (NEA).

Preparation

Establish a regulated work area (RWA) using barricade tape.

- Provide a hand/face wash station at the entry point to the RWA.
- Post asbestos-warning signs at the RWA entry point.
- Establish a waste load-out area attached to the RWA.
- Once an RWA is established and work begins, no access should be permitted without the required personal protective equipment.
- Prior to commencing work a ten day NESHAP notification (DEP Form 62-257 .900(1) Effective 10-12-08) must be submitted the Florida Department of Environmental Protection (FDEP) office located at the following address:

FDEP Air Resource Management
2295 Victoria Avenue, Ste 364
P.O. Box 2549
Fort Myers, Florida 33902-2549

The form can be accessed online at:

[http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900\(1\).pdf](http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900(1).pdf) Air Monitoring and Sampling of Exposure to Airborne Asbestos Fibers:

< As the work begins the competent person (or third party consultant) must conduct and record objective data to confirm the Initial Exposure Assessment (IEA), and that the specific job-site work activity confirms the findings of the IEA, and that the PELs are not being exceeded for this work activity.

Excavation:

- < Machine excavate to expose A-C pipe.
- < Hand excavate areas under pipe where cuts/breaks are planned.
- < Excavation operations should be carefully executed so that pipe damage does not occur prior to removal.

Abandonment of AC Pipes

< AC pipes can be abandoned in-place. The procedure for abandonment of pipes in place includes filling the section of pipe with a grout/cement slurry. The location of the pipes should be recorded on the master drawing of the right-of -way.

< At no time will bursting, crushing, grinding or pulverizing of the AC pipe be conducted.

AC Pipe Removal:

All pipe cutting or breaking operations require adequate wetting with potable water to prevent A-C materials from being crumbled by hand pressure and to keep the asbestos fibers from becoming air- borne (friable).

- < Plan pipe cuts/breaks as necessary to accommodate the size/weight of pipe being removed.
- < Use a hammer or wheel-type pipe cutter (or equivalent tool) to make the initial cut and drain the pipe of residual liquids. If gas powered cutters are to be used, they should be connected to a HEPA filtered vacuum and used in a manner that will not create elevated airborne fibers. If a gas-powered cutter is utilized that is not connected to a HEPA filtration system, the work area should be contained to prevent the release of airborne fibers. In addition, a sufficient supply of water shall be applied to the cut point to further prohibit the release of asbestos fibers. A layer of 6 mil polyethylene should be placed beneath the cut point to contain the debris that will be generated. The debris shall be collected and treated as asbestos- containing waste.
- < Remove pipe sections at joint collars by breaking them with a sledgehammer or cutting them with a wheel-type pipe cutter (soil-pipe cutter).
- < Where pipe re-connection is required, trim pipe ends in a manner that will not cause asbestos fibers to become airborne. Any debris that is generated shall be collected and treated as asbestos- containing waste.
- < When applicable, remove pipe sections from trench in an "intact" condition. Wet and containerize waste materials as you go. Using lifting straps and methods that do not damage the pipe remove the material from the trench.

< WASTE PIPES: The pipe should be placed in a leak tight waste container. An alternative option would be to wrap each section of pipe with two layers of 6 mil polyethylene. For both options water should be applied to each section of pipe before it is contained.

< Identify A-C materials and stockpile the waste in a designated load-out area with the following label warnings: (The label must also identify the generator of the AC Pipe waste).

DANGER Contains Asbestos Fibers
Avoid Creating Dust
Cancer and Lung Disease Hazard

Transportation of Asbestos Waste

All asbestos-containing waste shall be transported to a class I landfill in leak tight containers. Each shipment must be properly marked with the following notation:

DANGER Contains Asbestos Fibers Avoid Creating Dust Cancer and Lung Disease Hazard

< All asbestos-containing waste shall be disposed of in a timely manner at a class I landfill. All waste must be disposed of within a 30 day period from the time of removal. A waste shipment record must be provided for each shipment.

References: Underground Contractors Association of Illinois Best Practices for Removing Asbestos Cement Pipe April 14, 2003

Acknowledgement of Requirements:

Signed: M₃

Firm: Rycon Construction, Inc.

Date: 6 / 30 / 26

C16: CONTRACTOR & BUSINESS LICENSES

City of Marco Island
Public Works Facility
ITB# 2026-010

**Attach copy of your contractor's and/or other business
licenses at this location**

	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			
RODRIGUEZ, RICARDO SIMON RYCON CONSTRUCTION, INC. 2501 SMALLMAN ST SUITE 100 PITTSBURGH PA 15222			
LICENSE NUMBER: CGC1504424 EXPIRATION DATE: AUGUST 31, 2026 Always verify licenses online at MyFloridaLicense.com			
	ISSUED: 06/06/2024		
	Do not alter this document in any form.		
	This is your license. It is unlawful for anyone other than the licensee to use this document.		

C17: AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

City of Marco Island Public Works Facility

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the City is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the City, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Rycon Construction, Inc., a nongovernmental entity.
3. Rycon Construction, Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

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

Jindi Messer
Witness #1 Print Name: JINDI MESSER
Kyle Jackson
Witness #2 Print Name: Kyle Jackson

Matt Mastrofrancesco
Print Name: Matt Mastrofrancesco
Title: Executive Vice President
Entity Name: Rycon Construction, Inc.

OATH OR AFFIRMATION

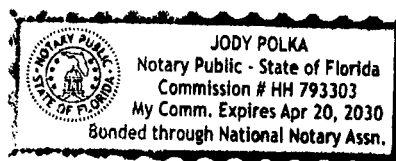
State of Florida

County of Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of JUNE, 2026, by Matt Mastrofrancesco
(name of person) as Executive Vice President (type of authority) for
Rycon Construction, Inc. (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath



C18: AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

City of Marco Island Public Works Facility

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

1. Rycon Construction, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

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

Jindi Messer
Witness #1 Print Name: JINDI MESSER
Kyler Jackson
Witness #2 Print Name: Kyler Jackson

M3
Print Name: Matt Mastrofrancesco
Title: Executive Vice President
Entity Name: Rycon Construction, Inc.

OATH OR AFFIRMATION

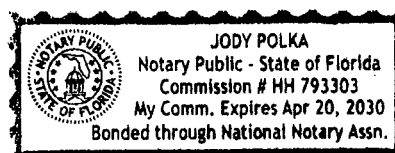
State of Florida

County of Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of JUNE, 20 21, by Matt Mastrofrancesco (name of person) as Executive Vice President (type of authority) for Rycon Construction, Inc. (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
____ Produced identification (Type of Identification: _____)
____ Did take an oath; or
____ Did not take an oath



C19: BIDDERS CHECKLIST

City of Marco Island Public Works Facility ITB# 2026-010

The spaces are for your use to help you ensure you have completed or included all required forms. The signature at the bottom of this form is **REQUIRED** and indicates that you have been informed as to what forms must be included in your bid submittal. Failure to complete any one of these forms may result in your bid being disqualified.

NO.	FORM NAME	INSERTED
C1	BID PROPOSAL	X
C2	BID SCHEDULE SUMMARY	X
C3	MATERIAL MANUFACTURERS	X
C4	LIST OF SUBCONTRACTORS	X
C5	STATEMENT OF EXPERIENCE OF BIDDER	X
C6	BID AGREEMENT	X
C7	BID BOND	X
C8	NON-COLLUSION CERTIFICATION	X
C9	PUBLIC ENTITY CRIMES	X
C10	CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	X
C11	EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS	X
C12	CONFLICT OF INTEREST DISCLOSURE FORM	X
C13	FLORIDA TRENCH SAFETY ACT	X
C14	SAFETY CERTIFICATION	X
C15	ASBESTOS WORK PLAN	X
C16	CONTRACTOR & BUSINESS LICENSES	X
C17	NONCOERCIVE CONDUCT AFFIDAVIT	X
C18	PROHIBITION ON CONTRACTING WITH ENTITIES	X
C19	BIDDER'S CHECKLIST	X

ACTION	COMPLETED
The Bid has been signed	X
Bid prices offered have been thoroughly reviewed and checked	X
Price extensions and totals have been checked	X
Any required drawings, descriptive literature, etc. have been included	X
Bid bond or cashier's check has been included if required	X
www.demandstar.com has been accessed and any addenda that has been issued has been downloaded and is being acknowledged on Form C1: Bid Proposal	X