

NOV 4 2024

Office of the City Clerk  
City of Marco Island, Florida

### C. BID DOCUMENTS

All documents C1-C19 must be included with your bid



**ORIGINAL**

### C1: BID PROPOSAL Pickleball Center Phase I Conversion ITB# 2024-041

Full Name of Bidder DEC Contracting Grop, Inc.

Main Business Address 1560 Matthew Drive Suite B , Fort Myers, FL 33907

Place of Business 1560 Matthew Drive Suite B, Fort Myers, FL 33907

Telephone No. 239-332-4322 Fax No. 239-332-0180

Email Address erika@decontracting.com  
Email is considered to be a valid and accepted manner of communication between the City and the Bidder.

State Contractor's License # CGC1526430 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 #2</u>	<u>10/4/24, 10/18/24</u>	<u>Dem</u>
<u>#3</u>	<u>10/24/24</u>	<u>Dem</u>
<u>#4</u>	<u>10/28/24</u>	<u>Dem</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: Erika Bodenstein Phone No. 239-332-4322

Email: erika@decontracting.com

II. Additional Company Information

Company's Primary Area(s) of Expertise: General Contractor

Type of Company: Sole Proprietorship: Corporation: X

Partnership Date Formed: Number of Employees: 20

Federal Tax I.D. # 46-4934701

Contractor License(s): complete as applicable

Marco Island Building Services Registration #

State License # CGC1526430 Expiration date 8/31/26

Collier County License # LCC20140002333 Expiration date 9/30/25

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? Y X N

If yes, list addresses:

Bonding Capacity

Single bonding limit \$ 50 Million Aggregate Limit \$ 100 Million

Bonding Company Name & Address:

True & Associates

325 North Avenue E.

Westfield, NJ 07090

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 \_\_\_\_\_ No x 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 \_\_\_\_\_ No x 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. (See Attachment Page)

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 :DEC Contracting Group, Inc.

By: Douglas R. Masch II [Signature]

Title: President

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4th day of November, 2024, by Douglas R. Masch II (name of person making statement).

My Commission Expires: 9/16/26

[Signature]  
(Signature)

Name: Marjorie M. Silverberg  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: Florida

Commission No.: HH265582




**C2: BID SCHEDULE SUMMARY**  
*Pickleball Center Phase I Conversion*  
 ITB# 2024-041

Item No.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	PAY ITEM TOTAL
1	MOBILIZATION	LS	1	\$75,457.99	\$75,457.99
2	PROVIDE CONSTRUCTION SURVEYING AND LAYOUT	LS	1	\$17,468.52	\$17,468.52
3	AS-BUILT RECORD DRAWINGS	LS	1	\$3,772.90	\$3,772.90
4	CLEARING AND GRUBBING	LS	1	\$155,792.07	\$155,792.07
5	EROSION CONTROL / TEMP CONSTRUCTION FENCE	LS	1	\$41,889.75	\$41,889.75
6	PICKLEBALL COURT	EA	7	\$37,903.41	\$265,323.86
7	CONCRETE SIDEWALK	SY	529	\$183.69	\$97,170.27
8	PAVING	LS	1	\$170,006.84	\$170,006.84
9	GRADING	LS	1	\$74,883.00	\$74,883.00
10	DRAINAGE	LS	1	\$151,255.53	\$151,255.53
11	LANDSCAPE & IRRIGATION	LS	1	\$157,578.91	\$157,578.91
12	PICKLEBALL COURT & PARKING LOT LIGHTING	EA	18	\$10,144.91	\$182,608.32
13	15'X25'X10' CANTALIVER SHADE CANOPIES	LS	2	\$31,116.61	\$62,233.22
14	WATER FOUNATION DRYWELL	EA	1	\$11,318.70	\$11,318.70
15	10' CHAINLINK FENCE	LF	252	\$144.45	\$36,400.93
16	ACOUSTIBLOK 6'X10' PANELS	LF	500	\$460.62	\$230,309.84
17	IRRIGATION CONTINGENCY	EA	1	\$10,000.00	\$10,000.00
	10% CONTINGENCY				
	<b>TOTAL</b>				<b>\$1,743,470.64</b>

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

**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 TOTAL CONTRACT PRICE (TOTAL BASE 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 CONTRACT AND PRIOR TO FIRST PAY REQUEST.**

Written Amount (GRAND TOTAL BID PRICE): One Million Seven Hundred Forty Three Thousand Four Hundred Seventy Dollars and Sixty Four Cents

Authorized Signature:  Date 11 / 04 /2024

Company Name: DEC Contracting Group, Inc.

**C3: MATERIAL MANUFACTURERS**  
***Pickleball Center Phase I Conversion***  
***ITB# 2024-041***

The Bidder is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by Engineer, Bidder shall furnish the manufacturer named in the specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list. THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE.

Bidder must retain, and, be able to submit, copies of quotes received by material suppliers should the City decides to direct purchase any materials.

<u>MATERIAL</u>	<u>MANUFACTURER</u>	<b>Candidate for Direct Purchase*</b>	
		<u>Yes</u>	<u>No</u>
1. <u>Sound Panels</u>	<u>Acoustiblok</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. <u>Sun Shades</u>	<u>Shade Systems</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. <u>Site Light Fixtures</u>	<u>LSI Lighting</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Pickleball Nets</u>	<u>Putterman Athletics</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
6. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
7. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
8. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
9. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
10. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>

Dated 11 / 04 / 2024

Bidder: DEC Contracting Group  
BY:   
Douglas R. Masch II / President

*Written quotes used to prepare bid must be made available to the City upon request.*

### C4: LIST OF SUBCONTRACTORS Pickleball Center Phase I Conversion ITB# 2024-041


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.

<u>Subcontractor and Address</u>	<u>Class of Work to be Performed</u>
1. <u>Backbay Construction, Inc.</u> <u>12360 Commerce Loop Ft. Myers, FL 33966</u>	<u>Site/Demo</u>
2. <u>BC Underground , LLC</u> <u>3260 Cargo St. Ft. Myers, FL 33916</u>	<u>Storm/Drainage</u>
3. <u>Carter Fence Company, Inc.</u> <u>3490 Shearwater St. Naples, FL 34117</u>	<u>Fencing</u>
4. <u>Mor-Sports Group</u> <u>1610 Lee Rd. Ft. Myers, FL 33912</u>	<u>Pickleball Courts</u>
5. _____ _____	_____

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

Dated November 4, 2024

DEC Contracting Group, Inc.  
Bidder

BY:   
Douglas R. Masch II / President

**C5: STATEMENT OF EXPERIENCE OF BIDDER**  
**Pickleball Center Phase I Conversion**  
**ITB# 2024-041**

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.

<b>Project Name</b>	<u>Eagle Lakes Aquatic Center</u>		
<b>Description of Work</b>	<u>New Aquatic Facility - Entrance Pavilion with offices, Restrooms &amp; Showers, Main Pavilion Building.</u>		
<b>Location</b>	<u>Naples, FL</u>		
<b>Year</b> <u>2019</u>	<b>Contract Price</b>	<u>\$ 8,704,437.00</u>	
<b>Contact Name</b>	<u>James Morton</u>		
<b>Title &amp; Name of Firm</b>	<u>Project Manager - Collier County</u>		
<b>Phone No.</b>	<u>239-253-0868</u>		
<b>Email:</b>	<u>james.morton@colliercountyfl.org</u>		

<b>Project Name</b>	<u>Fakahatchee Strand Preserve</u>		
<b>Description of Work</b>	<u>Construction of a Boardwalk Pavilion Structure</u>		
<b>Location</b>	<u>Naples, FL</u>		
<b>Year</b> <u>20__</u>	<b>Contract Price</b>	<u>\$ 7,818,270.04</u>	
<b>Contact Name</b>	<u>John Goss</u>		
<b>Title &amp; Name of Firm</b>	<u>Florida Department of Environmental Protection</u>		
<b>Phone No.</b>	<u>941-882-7211</u>		
<b>Email:</b>	<u>john.goss@floridadep.gov</u>		



<b>Project Name</b>	<u>Collier County Landfill Scalehouse</u>		
<b>Description of Work</b>	<u>Construction of New Scalehouse, Truck Scale and Sitework</u>		
<b>Location</b>	<u>Naples, FL</u>		
<b>Year 20__</b>	<b>Contract Price</b>	<u>\$ 1,155,932.61</u>	
<b>Contact Name</b>	<u>Paul Abbot</u>		
<b>Title &amp; Name of Firm</b>	<u>Project Manager - Collier County</u>		
<b>Phone No.</b>	<u>239-252-5347</u>		
<b>Email:</b>	<u>paul.abbot@colliercountyfl.org</u>		

<b>Project Name</b>	<u>Judi's Gym</u>		
<b>Description of Work</b>	<u>Basketball Pavilion, New Pre-Engineered Metal Building Pavilion.</u>		
<b>Location</b>	<u>Ave Maria, FL</u>		
<b>Year 20_23</b>	<b>Contract Price</b>	<u>\$ 1,108.618.00</u>	
<b>Contact Name</b>	<u>Victor Latavish</u>		
<b>Title &amp; Name of Firm</b>	<u>President, Victor J. Latavish Architects</u>		
<b>Phone No.</b>	<u>239-643-1665</u>		
<b>Email:</b>	<u>victor@latavish.com</u>		

<b>Project Name</b>	<u>RCMA Lake Trafford</u>		
<b>Description of Work</b>	<u>Six New Buildings - (1) Child Care 1 Bldg. 2 (2) Childcare 2 Bldg. (3) Kitchen (4) Butterfly Bldg. (5) Area Office and (6) Community HUB</u>		
<b>Location</b>	<u>Immokalee, FL</u>		
<b>Year 20_24</b>	<b>Contract Price</b>	<u>\$ 26,499,331.00</u>	
<b>Contact Name</b>	<u>Victoria Contreras - Director of Facilities &amp; Transportation</u>		
<b>Title &amp; Name of Firm</b>	<u>Redlands Christian Migrant Association</u>		
<b>Phone No.</b>	<u>239-658-3560</u>		
<b>Email:</b>	<u>victoriac@rcma.org</u>		

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

**INSERT ADDITIONAL PAGES IF NECESSARY**

**C6: BID AGREEMENT**  
**Pickleball Center Phase I Conversion**  
**ITB# 2024-041**

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: 5% dollars (\$                    ) 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 **123** consecutive calendar days, and to fully complete all work in its entirety, including final acceptance, within **153** 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.

DEC Contracting Group, 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.

DEC Contracting Group, 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 Florida, which operates under the legal name of DEC Contracting Group, Inc., and the full names of its officers are as follows:

President Douglas R. Masch II

Secretary N/A

Treasurer N/A

Manager N/A

(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:

\_\_\_\_\_

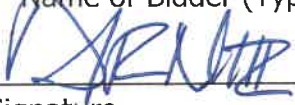
**(c) Individual**

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

DATED November, 4 2024

DEC Contracting Group, Inc.  
Legal entity

BY: Douglas R. Masch II  
Name of Bidder (Typed)

  
Signature

President  
Title

[Corporate Seal]



**C7: BID BOND**  
**Pickleball Center Phase I Conversion**  
**ITB# 2024-041**

KNOW ALL MEN BY THESE PRESENTS, that we DEC Contracting Group, Inc.  
(hereinafter called the Principal), and Liberty Mutual Insurance Company, (herein  
called the Surety), a corporation chartered and existing under the laws of the State of  
Massachusetts with it principal offices in the city of Mahwah, NJ 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 the 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:

*Pickleball Center Phase I Conversion*

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 4th day of November, 2024.

BY: DEC Contracting Group, Inc. Principal  
JENNY, PRESIDENT (Seal)  
Liberty Mutual Insurance Company Surety  
Sandra A. Pace (Seal)  
Sandra A. Pace, Attorney-in-Fact

Countersigned N/A

Local Resident Producing Agent for N/A



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209920-992416

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Tong, Dana Montagna, Michael Sinzer, Michelle L. Morris-Tennard, Sandra A. Pace

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of November, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**LIBERTY MUTUAL INSURANCE COMPANY**  
**FINANCIAL STATEMENT – DECEMBER 31, 2023**

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits ..... \$1,850,245,073.00	Unearned Premiums ..... \$10,298,963,305.00
*Bonds – U.S Government..... \$3,859,565,383.00	Reserve for Claims and Claims Expense .... \$28,848,537,243.00
*Other Bonds ..... \$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks ..... \$19,937,271,802.00	Reserve for Dividends to Policyholders..... \$1,310,198.00
Real Estate ..... \$122,228,711.00	Additional Statutory Reserve ..... \$296,126,000.00
Agents’ Balances or Uncollected Premiums... \$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities ..... \$7,622,413,466.63
Accrued Interest and Rents..... \$186,906,667.00	<b>Total..... \$47,428,064,363.63</b>
Other Admitted Assets..... \$15,677,869,683.63	Special Surplus Funds ..... \$209,508,757.00
<b>Total Admitted Assets ..... \$70,891,553,519.63</b>	Capital Stock ..... \$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus ..... \$9,409,112,836.00
	Surplus to Policyholders ..... \$23,463,489,156.00
	<b>Total Liabilities and Surplus ..... \$70,891,553,519.63</b>

\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company’s financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



*Timothy A. Mikolajewski*  
\_\_\_\_\_  
Timothy A. Mikolajewski, Assistant Secretary



**C8: NON-COLLUSION CERTIFICATION**  
**Pickleball Center Phase I Conversion**  
**ITB# 2024-041**

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)



Date November 4, 2024

Douglas R. Masch II / President  
Name and title of Authorized Signee

DEC Contracting Group, Inc.  
Name of Corporation, Partnership, Trust, Etc.

**(SEAL)**



**C9: PUBLIC ENTITY CRIMES**  
**Pickleball Center Phase I Conversion**  
**ITB# 2024-041**

**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 #**2024-041** for **Pickleball Center Phase I Conversion**.

**2.** This sworn statement is submitted by DEC Contracting Group, Inc.  
(name of entity submitting sworn statement) whose business address is 1560 Matthew Drive Suite B Fort Myers, FL 33907 its Federal Employer Identification Number (FEIN) is 46-4934701 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

**3.** My name is Douglas R. Masch II and my relationship to the entity named (please print name of individual signing) above is 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.)**

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.

Douglas R. Masch II  
(Signature)

November 4, 2024  
(Date)

STATE OF Florida  
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4th day of November, 2024, by Douglas R. Masch II (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: Marjorie M. Silverberg



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

## Pickleball Center Phase I Conversion ITB# 2024-041

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 November 4, 2024

Contractor/ Architect/Engineer’s Signature

Douglas R. Masch II / President

Name and title of Authorized Signee

DEC Contracting Group, Inc.

Name of Corporation, Partnership, Trust, Etc.

# C11: EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

## Pickleball Center Phase I Conversion ITB# 2024-041

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)

November 4, 2024

Date

Douglas R. Masch II / President



Name and title of Authorized Signee

DEC Contracting Group, Inc.

Name of Corporation, Partnership, Trust, Etc.

## C12: CONFLICT OF INTEREST DISCLOSURE FORM

### Pickleball Center Phase I Conversion ITB# 2024-041

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.]

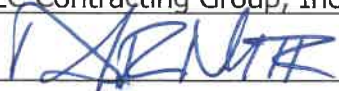
(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(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:

**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>DEC Contracting Group, Inc.</u>
Authorized Signature	<u></u>
Name	<u>Douglas R. Masch II</u>
Title	<u>President</u>
Date	<u>November 4, 2024</u>



## C13: FLORIDA TRENCH SAFETY ACT STATEMENT

### Pickleball Center Phase I Conversion

**ITB# 2024-041**

### 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 **#2024-041** for *Pickleball Center Phase I Conversion - ITB# 2024-041*.
2. This Sworn Statement is **submitted by** DEC Contracting Group, Inc.  
(name of entity submitting sworn statement), **hereinafter "BIDDER". The BIDDER'S business address is:** 1560 Matthew Drive Suite B Fort Myers, FL 33907  
**BIDDER'S Federal Employer Identification Number (FEIN) is** 46-4934701.
3. My name is Douglas R. Masch II (print name of individual signing) and my relationship to the BIDDER is 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 \$ N/A 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: *Pickleball Center Phase I Conversion*. 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 \$ \_\_\_\_\_ 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: **Pickleball Center Phase I Conversion.**

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.

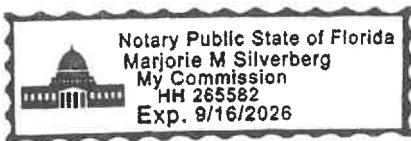
BIDDER:  
 DEC Contracting Group, Inc.  
 By: *Douglas R. Masch II* (Signature)  
 Douglas R. Masch II / President (Position or Title)  
 November 4, 2024 (Date)

STATE OF Florida  
 COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4th day of November, 2024, by Douglas R. Masch II (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: *Marjorie M. Silverberg*



**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
	N/A				

TOTAL:           N/A

**C14: SAFETY CERTIFICATION  
Pickleball Center Phase I Conversion  
ITB #2024-041**

**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:**

- 1<sup>st</sup> Violation** – Verbal warning to contractor’s authorized representative on site
- 2<sup>nd</sup> Violation** – Meeting with contractor’s company manager
- 3<sup>rd</sup> Violation** – Written notice to contractor
- 4<sup>th</sup> 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: DEC Contracting Group, Inc.  
(Please Print)

Contractor/Company Representative Name: Douglas R. Masch II  
(Please Print)

Contractor/Company Representative Title: President  
(Please Print)

Signature: 

Date: 11 / 4 /2024

**C15: ASBESTOS WORK PLAN**  
**Pickleball Center Phase I Conversion**  
**ITB #2024-041**

**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- d a y NESHAP notification (DEP Form 62-257 .900(1) Effective 10-12-08) must be submitted to 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: 

Firm: DEC Contracting Group, Inc.

Date: 11 / 4 / 2024

## **C16: CONTRACTOR & BUSINESS LICENSES**

**Pickleball Center Phase I Conversion  
ITB #2024-041**

**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

**MASCH, DOUGLAS RAYMOND II**

DEC CONTRACTING GROUP, INC  
1560 MATTHEW DR SUITE B  
FORT MYERS FL 33907

**LICENSE NUMBER: CGC1526430**

**EXPIRATION DATE: AUGUST 31, 2026**

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



ISSUED: 06/19/2024

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.



# Local Business Tax Receipt

DEC CONTRACTING GROUP INC  
DEC CONTRACTING GROUP INC  
1560 MATTHEW DR STE B  
FT MYERS, FL 33907

Dear Business Owner:

Your **2024 - 2025** Lee County Local Business Tax Receipt is attached below for account number / receipt number: **1034369 / 1403231**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

## 2024-2025 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1034369  
Receipt Number: 1403231  
State License Number: CGC1526430

Location:  
1560 MATTHEW DR STE B  
FT MYERS, FL 33907

DEC CONTRACTING GROUP INC  
MASCH II DOUGLAS R  
1560 MATTHEW DR STE B  
FT MYERS, FL 33907

Account Expires: September 30, 2025

May engage in the business of:	
BUILDING CONTRACTOR-CERTIFIED	
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY	
Payment Information:	
PAID DP-00-02499754	07/31/2024
	\$ 50.00

### C17: AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

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 DEC Contracting Group, Inc., a nongovernmental entity.
3. DEC Contracting Group, 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:**

M. Seuberg  
Witness #1 Print Name: Marie Silverberg

Douglas R. Masch II  
Print Name: Douglas R. Masch II

Dorian McClain  
Witness #2 Print Name: DORIAN MCCLAIN

Title: President  
Entity Name: DEC Contracting Group, Inc.

#### **OATH OR AFFIRMATION**

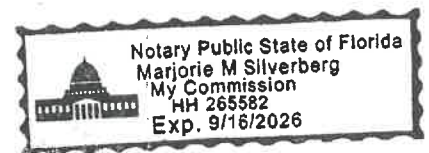
State of Florida

County of Lee

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4th day of November, 2024, by Douglas R. Masch II (name of person) as President (type of authority) for DEC Contracting Group, Inc. (name of party on behalf of whom instrument is executed).

Marjorie M Seuberg  
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

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. DEC Contracting Group, 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:**

M. Silverberg  
Witness #1 Print Name: Marie Silverberg

Dorian McClain  
Witness #2 Print Name: DORIAN MCCLAIN

D. MASCH II  
Print Name: Douglas R. Masch II  
Title: President  
Entity Name: DEC Contracting Group, Inc.

### OATH OR AFFIRMATION

State of Florida  
County of Florida

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4th day of November, 2024, by Douglas R. Masch II (name of person) as President (type of authority) for DEC Contracting Group, Inc. (name of party on behalf of whom instrument is executed).

Marjorie M Silverberg  
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



**C19: BIDDERS CHECK LIST**  
**Pickleball Center Phase I Conversion**  
**ITB #2024-041**

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.

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

<b>ACTION</b>	<b>COMPLETED</b>
The Bid has been signed	✓
Bid prices offered have been thoroughly reviewed and checked	✓
Price extensions and totals have been checked	✓
Any required drawings, descriptive literature, etc. have been included	✓
Bid bond or cashier's check has been included if required	✓
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	✓

The mailing envelope must be addressed to:

**City Clerk  
City of Marco Island  
50 Bald Eagle Drive  
Marco Island, Florida 34145**

The mailing envelope must be sealed and marked with:

**Proposal for the City of Marco Island, Florida Project:**

**Pickleball Center Phase I Conversion**

**Number: 2024-041**

**Bid Opening Date: November 4, 2024**

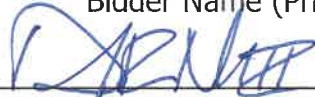
**Bid Opening Time: 2:00 PM (EST)**

The bid will be mailed or delivered in time to be received no later than the specified opening date and time; otherwise bid cannot be considered.

**ALL COURIER-DELIVERED BIDS MUST HAVE BID DUE DATE AND NUMBER ON THE OUTSIDE OF THE COURIER PACKET**

Douglas R. Masch II

Bidder Name (Printed)



President 11/4/24

Signature, Title and Date