

C. BID DOCUMENTS

C1: BID PROPOSAL North Barfield Shared Use Path ITB 2024-002

Full Name of Bidder Infinite Construction, LLC

Main Business Address 6757 Dabney Street, Fort Myers, FL. 33966

Place of Business 6757 Dabney Street, Fort Myers, FL. 33966

Telephone No. 239-826-1268 Fax No. _____

Email Address pkirilinas@inficonst.com

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

State Contractor's License # CGC1522232 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>February 6, 2024</u>	<u>P.K.</u>
<u>2</u>	<u>February 13, 2024</u>	<u>P.K.</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: Paulius Kirilinas Phone No. 239-826-1268

Email: pkirilinas@inficonst.com

II. Additional Company Information

Company's Primary Area(s) of Expertise: Concrete Work and Drainage Work

Type of Company: Construction Sole Proprietorship: _____ Corporation: S

Partnership Date Formed: 02/13/2014 Number of Employees: 14

Federal Tax I.D. # 46-4726900

Contractor License(s): complete as applicable

Marco Island Building Services Registration # ID-000027969

State License # CGC1522232 Expiration date 08/31/2024

Collier County License # LCC20170000427 Expiration date _____

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 \$ 1,500,000.00 Aggregate Limit \$ 3,000,000.00

Bonding Company Name & Address:

Wallace Welch & Willingham

Doug Moore, Surety Bond Manager

300 First Ave South, 5th Floor, St. Petersburg, FL 33701

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 _____ 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 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

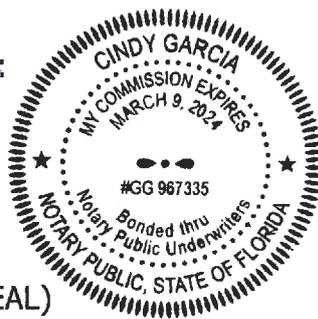
COMPANY NAME Infinite Construction, LLC

By: P. Kirilinas
Paulius Kirilinas

Title: President

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 29th day of February, 20 24, by Paulius Kirilinas (name of person making statement).

My Commission Expires:
March 9, 2024



(AFFIX OFFICIAL SEAL)

Cindy Garcia
(Signature)

Name: Cindy Garcia
(Legibly Printed)

Notary Public, State of: Florida

Commission No.: 96967335

C2: BID SCHEDULE SUMMARY**North Barfield Shared Use Path****ITB 2024-002**

Updated February 2024

	Description	Unit	Qty	Unit Price	Total
1.	MOBILIZATION (10%)	LS	1	\$48,420.00	\$48,420.00
2.	MAINTENANCE OF TRAFFIC (5%)	LS	1	\$23,120.00	\$23,120.00
3.	SEDIMENT BARRIER	LF	3734	\$2.49	\$9,297.66
4.	INLET PROTECTION SYSTEM	EA	37	\$161.50	\$5,975.50
5.	CLEARING AND GRUBBING	LS/AC	2.04	\$8,145.00	\$16,615.80
6.	REMOVAL OF EXIST CONCRETE	SY	3112	\$7.87	\$24,491.44
7.	REGULAR EXCAVATION	CY	401	\$93.52	\$37,501.52
8.	EMBANKMENT	CY	60	\$147.50	\$8,850.00
9.	TURNOUT CONSTRUCTION / DRIVEWAY BASE - OPTIONAL MATERIALS	SY	622.57	\$29.00	\$18,054.53
10.	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	15.40	\$327.00	\$5,035.80
11.	INLET, ADJUST, UTILITIES	EA	5	\$540.00	\$2,700.00
12.	VALVE BOX ADJUST	EA	10	\$270.00	\$2,700.00
13.	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1	\$1,876.80	\$1,876.80
14.	PIPE CULVERT, OPT MATERIAL, ROUND, 12" SD	LF	171	\$88.40	\$15,116.40
15.	MITERED END SECTION, OPTIONAL ROUND, 12" SD	EA	9	\$1,297.54	\$11,677.86
16.	CONCRETE, TYPE D MODIFIED	LF	79	\$27.32	\$2,158.28
17.	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	4950.80	\$53.75	\$266,105.50
18.	PAVERS, ARCHITECTURAL, REMOVE EXISTING AND REINSTALL	SY	482.46	\$45.00	\$21,710.70
19.	DETECTABLE WARNINGS (WET SET TYPE)	SF	344	\$35.50	\$12,212.00
20.	PERFORMANCE TURF, SOD (ST. AUGUSTINE)	SY	4160	\$1.67	\$6,947.20
21.	PERFORMANCE TURF, SOD (BAHIA)	SY	2752	\$1.39	\$3,825.28
22.	PERFORMANCE TURF, SOD (KING SOD)	SY	280	\$3.90	\$1,092.00
23.	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR, COMPLETE SIGN ASSY- SINGLE DIRECTION	AS	2	\$15,650.00	\$31,300.00
24.	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	6	\$590.00	\$3,540.00

	Description	Unit	Qty	Unit Price	Total
25.	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LS	500	\$11.90	\$5,950.00
26.	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP BAR	LS	65	\$26.50	\$1,722.50
27.	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	LS	0.010	\$20,886.00	\$208.86
28.	Subtotal Items No. 1 through 27	Subtotal			\$588,205.63
29.	IRRIGATION RESTORATION PER LOT*	LS	1	\$2,700.00	\$ 2,700.00
30.	UTILITY PEDESTALS ACCOMMODATION**	Allowance	1	\$20,000.00	\$ 20,000.00
31.	OWNER'S CONTINGENCY***	Allowance	1	\$50,000.00	\$ 50,000.00
TOTAL AMOUNT BID (ADD ITEMS No. 28, 29, 30 and 31)				\$ \$660,905.63	

	ADD OPTION	Unit	Qty	Unit Price	Total
1.	EXFILTRATION SWALES	LF	1392	\$35.27	\$ 49,095.84
TOTAL ADD OPTION					\$49,095.84

*The work shall include, but not be limited to, material, labor, and all necessary equipment to complete the restoration of damaged irrigation within the R/W per lot. This item includes poly pipe, up to 5 pop-spray heads, plus schedule 40 PVC, and all fitting needed. Compensation for this item shall be limited to approved, incurred costs, if any.

** Utility pedestal accommodation shall be a direct cost from the utility provider. The contractor shall submit invoices from the utility provider with no markups. Compensation for this item shall be limited to approved, incurred costs, if any.

*** 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.

Written Amount (GRAND TOTAL BID PRICE): Six hundred sixty thousand nine hundred five dollars and sixty-three cents.

Authorized Signature: P. Kirilinas

Date 02 / 29 /2024

Company Name: Infinite Construction, LLC

C4: LIST OF SUBCONTRACTORS

North Barfield Shared Use Path ITB 2024-002

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>Paramount Asphalt & Sealcoating</u> <u>260 20th St. NE, Naples, FL 34120</u>	<u>Striping</u>
2. <u>KP Surveying Inc.</u> <u>2802 W. Cypress Ave. SE, Fort Myers, FL 33905</u>	<u>As-Builts and Center Lane Stakeout</u>
3. _____ _____	_____
4. _____ _____	_____
5. _____ _____	_____

Total % of Work to be performed by subcontractors- 2 %

Dated 02/29/2024 Infinite Construction, LLC
Bidder

BY: P. Kirilinas
Paulius Kirilinas - President

C5: STATEMENT OF EXPERIENCE OF BIDDER North Barfield Shared Use Path ITB 2024-002

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>North Naples Various Sidewalks</u>		
Description of Work	<u>Various Sidewalks Completed in North Naples</u>		
Location	<u>North Naples , FL</u>		
Year	<u>2020</u>	Contract Price	<u>\$ 600,000.00+</u>
Contact Name	<u>Shannon Bassett</u>		
Title & Name of Firm	<u>Sr. Field Inspector - Collier County</u>		
Phone No.	<u>239-253-3170</u>		
Email:	<u>shannon.bassett@colliercountyfl.gov</u>		

Project Name	<u>Maddox Lane Sidewalk and Drainage</u>		
Description of Work	<u>Sidewalk and Drainage Project</u>		
Location	<u>Maddox Lane in Bonita Springs, FL</u>		
Year	<u>2022</u>	Contract Price	<u>\$ 585,805.49</u>
Contact Name	<u>Joel Langaney</u>		
Title & Name of Firm	<u>Project Manager - City of Bonita Springs</u>		
Phone No.	<u>239-949-6242</u>		
Email:	<u>joel.langaney@cityofbonitasprings.org</u>		

Project Name	<u>Livingston Sidewalk Improvements</u>	
Description of Work	<u>Sidewalk Improvements</u>	
Location	<u>Livingston Sidewalk in Collier County , FL</u>	
Year <u>2019</u>	Contract Price	<u>\$ 222,490.57</u>
Contact Name	<u>James Zuver</u>	
Title & Name of Firm	<u>Sr. Field Inspector - Collier County</u>	
Phone No.	<u>239-253-1999</u>	
Email:	<u>James.Zuver@colliercountyfl.gov</u>	

Project Name	<u>Estero Blvd Sidewalk Improvemnt</u>	
Description of Work	<u>Sidewalk Improvements</u>	
Location	<u>Estero Blvd in Fort Myers Beach, FL</u>	
Year <u>2019</u>	Contract Price	<u>\$ 188,702.84</u>
Contact Name	<u>Chelsea O'Reily</u>	
Title & Name of Firm	<u>Public Works Director - City of Fort Myers Beach</u>	
Phone No.	<u>239-765-0202</u>	
Email:	<u>chelsea@fmbgov.com</u>	

Project Name	<u>Cockleshell Dr Sidewalk Improvements</u>	
Description of Work	<u>Sidewalk Improvements</u>	
Location	<u>Cockleshell Dr in Bonita Springs, FL</u>	
Year <u>2022</u>	Contract Price	<u>\$ 60,544.67</u>
Contact Name	<u>Joel Langaney</u>	
Title & Name of Firm	<u>Project Manager - City of Bonita Springs</u>	
Phone No.	<u>239-949-6242</u>	
Email:	<u>joel.langaney@cityofbonitasprings.org</u>	

Type text here

C6: BID AGREEMENT
North Barfield Shared Use Path
ITB 2024-002

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% of the amount of bid 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 **120** consecutive calendar days, and to fully complete all work in its entirety, including final acceptance, within **150** 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.

Paulius Kirilinas, 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.

Paulius Kirilinas, 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 Infinite Construction, LLC, and the full names of its officers are as follows:

President Paulius Kirilinas
Secretary _____
Treasurer _____
Manager _____

(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 02/29/2024

Infinite Construction, LLC
Legal entity

BY: Paulius Kirilinas of Infinite Construction, LLC
Name of Bidder (Typed)

P. Kirilinas
Signature

President
Title

[Corporate Seal]

C7: BID BOND
North Barfield Shared Use Path
ITB 2024-002

KNOW ALL MEN BY THESE PRESENTS, that we Infinite Construction LLC
(herein after called the Principal), and Nationwide Mutual Fire Company,
(herein called the Surety), a corporation chartered and existing under the laws of the State of
OH with it principal offices in the city of ST. PETERSBURG 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 5% of BID
dollars (\$) 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:

North Barfield Shared Use Path

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 26th day of February, 2024.

BY: Infinite Construction, LLC Principal
P. Kiralinas (Seal)
NATIONWIDE MUTUAL FIRE COMPANY Surety
[Signature] (Seal)

Countersigned [Signature] A193213
Local Resident Producing Agent for NATIONWIDE MUTUAL FIRE COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Infinite Construction LLC
6757 Dabney Street, Fort Myers, Florida 33966 as Principal, and

Nationwide Mutual Insurance Company, 1 West Nationwide Blvd., 1-14-301, Columbus, Ohio 43215

as Surety, are hereby held and firmly bound unto City of Marco Island, 50 Bald Eagle Drive, Marco Island, FL 34145

as Owner in the penal sum of
5% of the amount of the bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 26th day of February, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Marco Island

a certain

Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the North Barfield Shared Use Path

ITB #2024-002

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Infinite Construction LLC (L.S.)
Principal

By: P. Kiriakos

NATIONWIDE Mutual FWS Company
Surety

By: Douglas R. Moore, Attorney in Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: DOUGLAS R MOORE; JONATHAN K HAMMOND; CHRISTINA MORRIS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of Feb 2019

Laura B. Guy

Assistant Secretary

BDJ 1(02-19)00

C8: NON-COLLUSION CERTIFICATION
North Barfield Shared Use Path
ITB 2024-002

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)

P. Kirilinas

Date 02/29/2024

Paulius Kirilinas - President
Name and title of Authorized Signee

Infinite Construction, LLC
Name of Corporation, Partnership, Trust, Etc.

(SEAL)

C9: PUBLIC ENTITY CRIMES
North Barfield Shared Use Path
ITB 2024-002

**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 **#2024-002** for **North Barfield Shared Use Path**

2. This sworn statement is submitted by Infinite Construction, LLC
(name of entity submitting sworn statement) whose business address is 6757 Dabney Street
Fort Myers, FL. 33966 its Federal Employer Identification Number (FEIN) is
46-4726900 (if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).

3. My name is Paulius Kirilinas 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.

P. Kirilinas
(Signature)

02/29/2024
(Date)

STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 29th day of February, 2024, by Paulius Kirilinas (name of person making statement) who is personally known to me or who has produced not personally known (type of identification) as identification.

Affix seal here



Notary Public signature: [Signature]

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

North Barfield Shared Use Path ITB 2024-002

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.”

P. Kirilinas

Date 02/29/2024

Contractor/ Architect/Engineer’s Signature

Paulius Kirilinas - President

Name and title of Authorized Signee

Infinite Construction, LLC

Name of Corporation, Partnership, Trust, Etc.

C11: EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

North Barfield Shared Use Path

ITB 2024-002

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>

P. Kirilinas

(Contractor/ Architect/Engineer's Signature)

02/29/2024

Date

Paulius Kirilinas - President

Name and title of Authorized Signee

Infinite Construction, LLC

Name of Corporation, Partnership, Trust, Etc.

Company ID Number: 789948

Approved by:

Employer Infinite Construction LLC	
Name (Please Type or Print) Paulius Kirilinas	Title .
Signature Electronically Signed	Date 06/12/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number: 789948

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Infinite Construction LLC
Company Facility Address	6749 Idlewild St. Fort Myers, FL 33966
Company Alternate Address	
County or Parish	LEE
Employer Identification Number	464726900
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	3

Company ID Number: 789948

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

FLORIDA

3 site(s)

C12: CONFLICT OF INTEREST DISCLOSURE FORM

North Barfield Shared Use Path ITB 2024-002

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>Infinite Construction, LLC</u>
Authorized Signature	<u><i>P. Kirilinas</i></u>
Name	<u>Paulius Kirilinas</u>
Title	<u>President</u>
Date	<u>02/29/2024</u>

C13: FLORIDA TRENCH SAFETY ACT STATEMENT
North Barfield Shared Use Path
ITB 2024-002

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 **#2024-002** for *North Barfield Shared Use Path*
2. This Sworn Statement is **submitted by** Infinite Construction, LLC
(name of entity submitting sworn statement), **hereinafter "BIDDER". The BIDDER'S business address is:** 6757 Dabney Street, Fort Myers, FL. 33966
BIDDER'S Federal Employer Identification Number (FEIN) is 46-4726900.
3. My name is Paulius Kirilinas (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: *North Barfield Shared Use Path*

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 \$ N/A 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: **North Barfield Shared Use Path**

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.

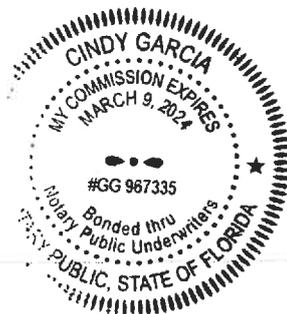
- 8. The BIDDER, in submitting this bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface 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:
Infinite Construction, LLC
 By: P. Kirilinas
 Paulius Kirilinas (Signature)
 President (Position or Title)
 02/29/2024
 (Date)

STATE OF Florida
 COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 29th day of February, 2024, by Paulius Kirilinas (name of person making statement) who is personally known to me or who has produced N/A personally known (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
N/A				

TOTAL: _____

P.K.

C14: SAFETY CERTIFICATION
North Barfield Shared Use Path
ITB 2024-002

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: Infinite Construction, LLC
(Please Print)

Contractor/Company Representative Name: Paulius Kirilinas
(Please Print)

Contractor/Company Representative Title: President
(Please Print)

Signature: P. Kirilinas Date: 02 / 29 / 2024

C15: ASBESTOS WORK PLAN

North Barfield Shared Use Path

ITB 2024-002

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:

FDEPAir 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: P. Kirilinas

Firm: Infinite Construction, LLC

Date: 02 / 29 / 2024

C16: CONTRACTOR & BUSINESS LICENSES
North Barfield Shared Use Path
ITB 2024-002

**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



LICENSE NUMBER: CGC1522232

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

C17: BIDDERS CHECK LIST

North Barfield Shared Use Path ITB 2024-002

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	✓
C2	BID SCHEDULE SUMMARY	✓
C3	MATERIAL MANUFACTURERS	✓
C4	LIST OF SUBCONTRACTORS	✓
C5	STATEMENT OF EXPERIENCE OF BIDDER	✓
C6	BID AGREEMENT	✓
C7	BID BOND	✓
C8	NON-COLLUSION CERTIFICATION	✓
C9	PUBLIC ENTITY CRIMES	✓
C10	CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	✓
C11	EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS	✓
C12	CONFLICT OF INTEREST DISCLOSURE FORM	✓
C13	FLORIDA TRENCH SAFETY ACT	✓
C14	SAFETY CERTIFICATION	✓
C15	ASBESTOS WORK PLAN	✓
C16	CONTRACTOR & BUSINESS LICENSES	✓
C17	BIDDER'S CHECKLIST	✓

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

GET /eSCL/ScannerStatus HTTP/1.1
Host: localhost

North Barfield Shared Use Path

ITB# 2024-002

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:

**North Barfield Shared Use Path
Number: 2024-002
Bid Opening Date: March 1, 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

Infinite Construction, LLC

Bidder Name (Printed)

P. Kirilinas - Paulius Kirilinas , President 02/29/2024

Signature, Title and Date



City of Marco Island

February 6, 2024

Re: Addendum #1 ITB 2024-002

North Barfield Shared Use Path

Unless specifically stated, conditions in this Addendum are hereby made part of the Contract Documents, and the Bidder further agrees that the Proposal includes all impacts resulting from said Addenda. Receipt of this addendum must be acknowledged in the returned Bid Package.

Updated Bid Schedule Summary Attached
Bid must include this new summary

Please do not forget to note the receipt of this addendum on *Form A, Declaration Statement.*

Best regards,

Angela Johenning

Angela Johenning
Purchasing and Risk Manager
Tel: (239) 389-5011
Email: AJohenning@cityofmarcoisland.com

P.K.

C2: BID SCHEDULE SUMMARY

North Barfield Shared Use Path ITB 2024-002

Updated February 2024

	Description	Unit	Qty	Unit Price	Total
1.	MOBILIZATION (10%)	LS	1		\$
2.	MAINTENANCE OF TRAFFIC (5%)	LS	1		\$
3.	SEDIMENT BARRIER	LF	3734		\$
4.	INLET PROTECTION SYSTEM	EA	37		\$
5.	CLEARING AND GRUBBING	LS/AC	2.04		\$
6.	REMOVAL OF EXIST CONCRETE	SY	3112		\$
7.	REGULAR EXCAVATION	CY	401		\$
8.	EMBANKMENT	CY	60		\$
9.	TURNOUT CONSTRUCTION / DRIVEWAY BASE - OPTIONAL MATERIALS	SY	622.57		\$
10.	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	15.40		\$
11.	INLET, ADJUST, UTILITIES	EA	5		\$
12.	VALVE BOX ADJUST	EA	10		\$
13.	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1		\$
14.	PIPE CULVERT, OPT MATERIAL, ROUND, 12" SD	LF	171		\$
15.	MITERED END SECTION, OPTIONAL ROUND, 12" SD	EA	9		\$
16.	CONCRETE, TYPE D MODIFIED	LF	79		\$
17.	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	4950.80		\$
18.	PAVERS, ARCHITECTURAL, REMOVE EXISTING AND REINSTALL	SY	482.46		\$
19.	DETECTABLE WARNINGS (WET SET TYPE)	SF	344		\$
20.	PERFORMANCE TURF, SOD (ST. AUGUSTINE)	SY	4160		\$
21.	PERFORMANCE TURF, SOD (BAHIA)	SY	2752		\$
22.	PERFORMANCE TURF, SOD (KING SOD)	SY	280		\$
23.	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR, COMPLETE SIGN ASSY- SINGLE DIRECTION	AS	2		\$
24.	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	6		\$

	Description	Unit	Qty	Unit Price	Total
25.	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LS	500		\$
26.	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP BAR	LS	65		\$
27.	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	LS	0.010		\$
28.	Subtotal Items No. 1 through 27	Subtotal			\$
29.	IRRIGATION RESTORATION PER LOT*	LS	1		\$
30.	UTILITY PEDESTALS ACCOMMODATION**	Allowance	1		\$ 20,000.00
31.	OWNER'S CONTINGENCY***	Allowance	1		\$ 50,000.00
TOTAL AMOUNT BID (ADD ITEMS No. 28, 29, 30 and 31)				\$	

	ADD OPTION	Unit	Qty	Unit Price	Total
1.	EXFILTRATION SWALES	LF	1392		\$
TOTAL ADD OPTION					\$

*The work shall include, but not be limited to, material, labor, and all necessary equipment to complete the restoration of damaged irrigation within the R/W per lot. This item includes poly pipe, up to 5 pop-spray heads, plus schedule 40 PVC, and all fitting needed. Compensation for this item shall be limited to approved, incurred costs, if any.

** Utility pedestal accommodation shall be a direct cost from the utility provider. The contractor shall submit invoices from the utility provider with no markups. Compensation for this item shall be limited to approved, incurred costs, if any.

*** 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.

Written Amount (GRAND TOTAL BID PRICE): _____

Authorized Signature: _____

Date ____ / ____ /2024

Company Name: _____



City of Marco Island

February 13, 2024

Re: Addendum #2 ITB 2024-002
North Barfield Shared Use Path

Unless specifically stated, conditions in this Addendum are hereby made part of the Contract Documents, and the Bidder further agrees that the Proposal includes all impacts resulting from said Addenda. Receipt of this addendum must be acknowledged in the returned Bid Package.

FWC permitting relating to listed species will be provided by the Owner (City). No costs for FWC permitting shall be included in the bid.

Please do not forget to note the receipt of this addendum on *Form A. Declaration Statement.*

Best regards,

Angela Johenning

Angela Johenning
Purchasing and Risk Manager
Tel: (239) 389-5011
Email: AJohenning@cityofmarcoisland.com

P.K.



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Detail by Entity Name

Florida Limited Liability Company
INFINITE CONSTRUCTION, LLC

Filing Information

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State	FL
Status	ACTIVE

Principal Address

6757 Dabney St.
Fort Myers, FL 33966

Changed: 01/12/2021

Mailing Address

6757 Dabney St.
Fort Myers, FL 33966

Changed: 01/12/2021

Registered Agent Name & Address

KIRILINAS, VILIJ
6757 Dabney St.
Fort Myers, FL 33966

Name Changed: 01/28/2019

Address Changed: 01/12/2021

Authorized Person(s) Detail

Name & Address

Title AMBR

KIRILINAS, PAULIUS
6757 Dabney St.
Fort Myers, FL 33966

Title AMBR

KIRILINAS, VILIJ
6757 Dabney St.
Fort Myers, FL 33966

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Report Year	Filed Date
2022	03/11/2022
2023	02/28/2023
2024	01/29/2024

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