

C. BID DOCUMENTS

C1: BID PROPOSAL

Mackle Park Airnasium Project
ITB# 2025-023

Full Name of Bidder Rycon Construction, Inc.

Main Business Address 11215 Metro Parkway, Suite 2

Place of Business Fort Myers, FL 33966

Telephone No. (239) 365-2100 Fax No. _____

Email Address jlimbaugh@ryconinc.com

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

State Contractor's License # CGC1504424 Type: _____

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>Addendum 1</u>	<u>4/9/25</u>	<u>KJ</u>
<u>Addendum 2</u>	<u>4/30/25</u>	<u>KJ</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: Kyler Jackson Phone No. 239-888-2183Email: kjackson@ryconinc.com**II. Additional Company Information**

Company's Primary Area(s) of Expertise:

Commerical, Multi-family, and Industrial constructionType of Company: _____ Sole Proprietorship: _____ Corporation: ☒Partnership Date Formed: _____ Number of Employees: 500+Federal Tax I.D. # 25-1601544Contractor License(s): complete as applicable

Marco Island Building Services Registration # _____

State License # CGC1504424 Expiration date _____

Collier County License # _____ Expiration date _____

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

Yes _____ No ☒ If yes, give name(s): _____Does the company have offices, plants or warehouses in any other location? ☒ Y _____ N

If yes, list addresses: _____

Bonding Capacity

Single bonding limit \$ _____ Aggregate Limit \$ _____

Bonding Company Name & Address:

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

Yes _____ No ☒ 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 Rycon Construction, Inc.

By: Matt Mastrofrancesco

Title: Executive Vice President

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2025, by Matt Mastrofrancesco (name of person making statement).

My Commission Expires:



(AFFIX OFFICIAL SEAL)


(Signature)

Name: Christine Fitzi
(Legibly Printed)

Notary Public, State of: FL

Commission No.: HH 518869

C2: BID SCHEDULE SUMMARY*Mackle Park Airnasium Project**ITB# 2025-023*

BID FORM					
The following quantities are based upon computer calculations of plan quantities. Contractor shall be responsible for quality of materials used in the execution of the proposed Mackle Park Airnasium and may modify units prices as needed.					
Costs herein shall be used as basis of pay request only, and proposal will be based on lump sum fee.					
	Description	Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$ 190,142.79 -	\$ 190,142.79 -
2	Preconstruction Video	1	LS	\$ 600.00 -	\$ 600.00 -
3	Demolition	1	LS	\$ 36,685.15 -	\$ 36,685.15 -
4	New Building	1	LS	\$ 205,090.90 -	\$ 205,090.90 -
5	Electrical & Lighting	1	LS	\$ 60,107.65 -	\$ 60,107.65 -
6	Site Restoration	1	LS	\$ 26,349.40 -	\$ 26,349.40 -
		SUBTOTAL			\$ 518,975.89 -
	Owner Directed Contingency			10% of Subtotal	\$ 51,897.59
		TOTAL			\$ 570,873.48 -

* 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 (TOTAL BID PRICE): _____

Five Hundred Seventy Thousand Eight Hundred Seventy-Three Dollars and Forty-Eight Cents

Authorized Signature: Mz Date 5 / 16 / 2025

Typed Name and Title: Matt Mastrofrancesco, Executive Vice President

Company Name: Rycon Construction, Inc

ITB# 2025-015

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>	Candidate for Direct Purchase*	
		<u>Yes</u>	<u>No</u>
1. Metal Building	Per Provided Specifications		X
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

BY: Matt Mastrofrancesco

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C4: LIST OF SUBCONTRACTORS
SWTP Odor Control Replacement
ITB# 2025-023

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>LFR Demolition LLC</u> <u>7539 Sika Deer Way, Fort Myers, FL</u>	<u>Demoliton</u>
2. <u>Danny Garcia Construction LLC</u> <u>7211 Vanderbilt Beach Rd, Naples, FL</u>	<u>Concrete</u>
3. <u>Bluebird Building Systems</u> <u>5230 Juan Tabo Blvd. NE, Suite 2B Albuquerque, NM</u>	<u>Metal Building</u>
4. <u>Serra Construction LLC</u> <u>1060 Everglades Blvd North, Naples, FL</u>	<u>Electrical</u>
5. <u>Stahlman-England Irrigation, Inc.</u> <u>2063 Trade Center Way, Naples, FL</u>	<u>Landscape</u>

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

Dated 5/13/25
Rycon Construction, Inc.
Bidder

BY: Matt Mastrofrancesco

C5: STATEMENT OF EXPERIENCE OF BIDDER

Mackle Park Airnasium Project

ITB# 2025-023

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>Dick's Sporting Goods - 375 Projects Nationwide (17 in Florida)</u>		
Description of Work	<u>Nationwide, Rycon completed numerous out-of-ground Dick's Sporting Goods' stores, renovations, Golf Galaxy stores, Field & Stream and Public Lands stores, Going Going Gone stores, and new House of Sport locations</u>		
Location	<u>Nationwide</u>		
Year	<u>2025</u>	25	Contract Price \$ <u>750,000,000</u>
Contact Name	<u>Brian McGurk</u>		
Title & Name of Firm	<u>Vice President of Construction, Dick's Sporting Goods</u>		
Phone No.	<u>412-298-9157</u>		
Email:	<u>brian.mcgurk@dcsg.com</u>		

Project Name	<u>AutoNation - 14 Projects Nationwide (2 in Florida)</u>		
Description of Work	<u>New construction and interior and exterior modifications of numerous auto dealerships around the US</u>		
Location	<u>Nationwide</u>		
Year	<u>2024</u>		Contract Price \$ <u>47,200,000</u>
Contact Name	<u>Fred Moss</u>		
Title & Name of Firm	<u>Director of Development & Construction, AutoNation</u>		
Phone No.	<u>954-769-3152</u>		
Email:	<u>mossf@autonation.com</u>		

Project Name	<u>Downtown Palm Beach Garden Redevelopment</u>	
Description of Work	<u>Multi-year, multi-million-dollar redevelopment project</u>	
Location	<u>Palm Beach Gardens, FL</u>	
Year <u>20_25</u>	Contract Price	<u>\$ 22,000,000</u>
Contact Name	<u>Jim Saloka</u>	
Title & Name of Firm	<u>Senior Construction Manager, EDENS</u>	
Phone No.	<u>571-242-9998</u>	
Email:	<u>N/A</u>	

Project Name	<u>Miami Children's Museum Renovations</u>	
Description of Work	<u>As the design-builders, Rycon and ArquitectonicaGEO were responsible for preconstruction, design, and permitting of a 7,200 sq. ft. entrance modification.</u>	
Location	<u>Miami, FL</u>	
Year <u>20_24</u>	Contract Price	<u>\$ 1,700,000</u>
Contact Name	<u>Michael Berkowitz</u>	
Title & Name of Firm	<u>President, Berkowitz Development Group, Inc.</u>	
Phone No.	<u>305-854-2800</u>	
Email:	<u>mberkowitz@berkowitzdev.com</u>	

Project Name	<u>Bat House Park Hurricane Repairs</u>	
Description of Work	<u>Rejuvenation of the historical recreational park after recent Hurricane damage</u>	
Location	<u>Matlacha, FL</u>	
Year <u>20_24</u>	Contract Price	<u>\$ 317,000</u>
Contact Name	<u>William (Bill) Dooling</u>	
Title & Name of Firm	<u>Project Manager, Lee County Board of County Commissioners</u>	
Phone No.	<u>239-940-6735</u>	
Email:	<u>wdooling@leegov.com</u>	

Project Name Collier County Fire & EMS Station 74

Description of Work
New 14,000 sq. ft. single-story first-responder station

Location Naples, FL

Year 2025 **Contract Price** \$9,500,000

Contact Name Tony Barone

Title & Name of Firm Principal Project Manager, Collier County

Phone No. 239-269-0629

Email: tony.barone@colliercountyfl.gov

Project Name PAM Health Rehab Hospital Winter Garden

Description of Work
Ground-up 50,000 sq. ft. single-story hospital

Location Winter Haven, FL

Year 2024 **Contract Price** \$ 24,200,000

Contact Name Kevin Flynn

Title & Name of Firm Sr. Vice President of Asset Management, Catalyst Healthcare Real Estate

Phone No. 850-449-9616

Email: kflynn@catalysthre.com

Project Name Boynton Beach Little League

Description of Work
Renovation of an adult and youth baseball field

Location Boynton Beach, FL

Year 2024 **Contract Price** \$ 1,100,000

Contact Name Brian Casey

Title & Name of Firm Chief Operating Officer, BARWIS

Phone No. 954-449-0850

Email: bcasey@barwis.com

C6: BID AGREEMENT
Mackle Park Airnasium Project
ITB# 2025-023

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

If awarded a contract under this Proposal, the undersigned proposes to commence work at the site on the Commencement Date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) Commencement Date. The undersigned further agrees to substantially complete all work covered by this Proposal within **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.

_____, 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.

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

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of PENNSYLVANIA, which operates under the legal name of RYLON CONSTRUCTION, and the full names of its officers are as follows:

President JOHN SABATOS

Secretary _____

Treasurer _____

Manager KEVIN MONTEZ

(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:

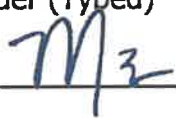
(c) Individual

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

DATED 5/13/25

Rycon Construction, Inc.
Legal entity

BY: Matt Mastrofrancesco
Name of Bidder (Typed)


Signature

Executive Vice President
Title

[Corporate Seal]

C7: BID BOND
Mackle Park Airnasium Project
ITB# 2025-023

KNOW ALL MEN BY THESE PRESENTS, that we
Rycon Construction, Inc.
2501 Smallman Street, Suite 100, Pittsburgh, PA 15222 (hereinafter called the Principal), and
Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor, Schaumburg, IL 60196-1056, (herein called the Surety), a
 corporation chartered and existing under the laws of the State of Illinois with
 its principal offices in the city of Schaumburg and authorized to do
 business in the State of Florida are held and firmly bound unto the **City of Marco**
Island (hereinafter called the Owner) in the full and just sum of Five Percent of Amount Bid
 dollars (\$ 5%) good and lawful money of the United States of America, to be paid
 upon demand of the Owner, to which payment well and truly to be made, the Principal and the
 Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and
 severally and firmly by these presents.

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

Mackle Park Airnasium Project

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 1st day of May, 2025.

BY: Rycon Construction, Inc. Principal

(Seal)

Fidelity and Deposit Company of Maryland

Surety

(Seal)

Abigayle Simkin, Attorney-In-Fact

Countersigned N/A

Local Resident Producing Agent for N/A

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

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

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

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



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

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

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

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of May, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

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

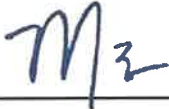
C8: NON-COLLUSION CERTIFICATION

Mackle Park Airnasium Project

ITB# 2025-023

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 5/13/25

Matt Mastrofrancesco, Executive Vice President

Name and title of Authorized Signee

Rycon Construction, Inc.

Name of Corporation, Partnership, Trust, Etc.

(SEAL)

Mackle Park Airnasium Project
ITB# 2025-023

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 #**2025-023** for **Mackle Park Airnasium Project**
- 2.** This sworn statement is submitted by Rycon Construction, Inc.
(name of entity submitting sworn statement) whose business address is
2501 Smallman St, Suite 100, Pittsburgh, PA its Federal Employer
Identification Number (FEIN) is 25-1601544 (if the entity has no FEIN, include
the Social Security Number of the individual signing this sworn statement:
.
- 3.** My name is Matt Mastrofrancesco and my relationship to the entity
named (please print name of individual signing) above is Executive Vice President
.
- 4.** I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5.** I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6.** I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliated”

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH APRIL 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.



(Signat

5/13/25

ure)

(Date)

STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2025, by _____ (name of person making statement) who is personally known to me or who has produced License (type of identification) as identification.

Affix seal here

signature: 

Notary Public



**C10: CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**
Mackle Park Airnasium Project
ITB# 2025-023

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:

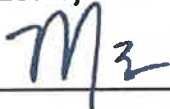
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(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 5/13/25

Contractor/ Architect/Engineer's Signature

Matt Mastrofrancesco, Executive Vice President

Name and title of Authorized Signee

Rycon Construction, Inc.

Name of Corporation, Partnership, Trust, Etc.

C11: EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS**Mackle Park Airnasium Project
ITB# 2025-023**

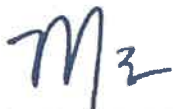
The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). 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)

5/13/25

Date

Matt Mastrofrancesco, Executive Vice President

Name and title of Authorized Signee

Rycon Construction, Inc.

Name of Corporation, Partnership, Trust, Etc.

C12: CONFLICT OF INTEREST DISCLOSURE FORM**Mackle Park Airnasium Project****ITB# 2025-023**

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

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

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

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

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

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

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

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

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

Company Name Rycon Construction, Inc.

Authorized Signature 

Name Matt Mastrofrancesco

Title Executive Vice President

Date 5/13/25

C13: SAFETY CERTIFICATION**Mackle Park Airnasium Project****ITB# 2025-023****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
Confined Space Entry Procedures
Lock out/Tag out Procedures
Excavation Safety Procedures
Personal Protective Equipment

Chemical Safety
Electrical Safety
Health & Safety Rules
Trenching and Shoring Procedures
Housekeeping Procedures

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

1st Violation – Verbal warning to contractor's authorized representative on site

2nd Violation – Meeting with contractor's company manager

3rd Violation – Written notice to contractor

4th Violation – Termination of Contract


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

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

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

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

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

Signature:  Date: 5 / 13 / 2025

C14: ASBESTOS WORK PLAN

Mackle Park Airnasium Project ITB# 2025-023

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 transit 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 Transit 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: 

Firm: Rycon Construction, Inc.

Date: 5 / 16 / 2025

C15: CONTRACTOR & BUSINESS LICENSES

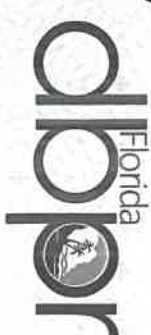
**Mackle Park Airnasium Project
ITB#2025-023**

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RODRIGUEZ, RICARDO SIMON

RYCON CONSTRUCTION, INC.
2501 SMALLMAN ST SUITE 100
PITTSBURGH PA 15222

LICENSE NUMBER: CGC1504424

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/06/2024

Do not alter this document in any form.

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



C16: 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 Rycon Construction, a nongovernmental entity.
3. Rycon Construction 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:

Witness #1 Print Name: Luis Lombardo

Print Name: Mz Matt Mastrofrancesco

Witness #2 Print Name: SCOTT ROBBINS

Title: Executive V.P.
Entity Name: Rycon Construction

OATH OR AFFIRMATION

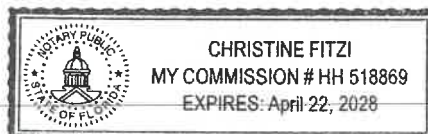
State of Florida

County of CO

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 16th day of May, 2025, by Matt Mastrofrancesco (name of person) as Executive VP (type of authority) for Rycon Construction (name of party on behalf of whom instrument is executed).

Christine Fitzi
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



C17: 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. Rycon Construction, Inc ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

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

Witness #1 Print Name: Luis Lombardo

Print Name: Math Mastrofrancesco

Witness #2 Print Name: Scott Norbrink

Title: EXECUTIVE V.P.

Entity Name: RYCON CONSTRUCTION

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 11th day of May, 2025, by Math Mastrofrancesco (name of person) as Executive VP (type of authority) for Rycon Construction (name of party on behalf of whom instrument is executed).

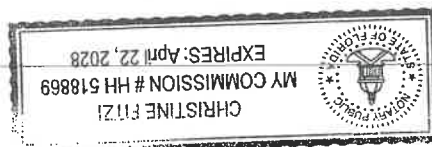
Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath



C18: BIDDERS CHECK LIST**Mackle Park Airnasium Project****ITB# 2025-023**

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	Yes
C2	BID SCHEDULE SUMMARY	Yes
C3	MATERIAL MANUFACTURERS	Yes
C4	LIST OF SUBCONTRACTORS	yes
C5	STATEMENT OF EXPERIENCE OF BIDDER	Yes
C6	BID AGREEMENT	Yes
C7	BID BOND	Yes
C8	NON-COLLUSION CERTIFICATION	yes
C9	PUBLIC ENTITY CRIMES	Yes
C10	CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	Yes
C11	EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS	Yes
C12	CONFLICT OF INTEREST DISCLOSURE FORM	Yes
C13	SAFETY CERTIFICATION	
C14	ASBESTOS WORK PLAN	Yes
C15	CONTRACTOR & BUSINESS LICENSES	Yes
C16	NONCOERCIVE CONDUCT AFFIDAVIT	Yes
C17	PROHIBITION ON CONTRACTING WITH ENTITIES OF	Yes
C18	BIDDER'S CHECKLIST	Yes

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