



Date: October 23, 2023

RFQ Number 2023-029

## Statement of Qualification

# Public Infrastructure Construction Services

City of Marco Island, Florida

Titan Concrete & Utilities Inc. | 10060 Amberwood Rd STE 3 Fort Myers FL, 33913  
P; (239)416-5986 | E: [Underground@Titantcuinc.com](mailto:Underground@Titantcuinc.com)



October 23, 2023

City of Marco Island Purchasing Department  
50 Bald Eagle Drive  
Marco Island, FL 34145  
Attn: Purchasing and Risk Manager

Dear Purchasing and Risk Manager,

Titan Concrete & Utilities Inc is pleased to submit this proposal for RFQ#2023-029 Public Infrastructure Construction Services to The City of Marco Island. We have reviewed your requirements of RFQ#2023-029 and are confident that we can perform and execute all work in a timely manner, stay within budget and perform superior workmanship.

In the short time we have been in business, we have completed many high-quality projects leaving our customers satisfied with our craftsmanship. Titan Concrete & Utilities Inc is submitting the proposal for the below categories:

1. Concrete construction
2. Drainage construction and repair
5. Earthwork, vegetation removal, and site construction
6. Underground utility installation and repair (including horizontal directional drilling)
7. Treatment Plant Infrastructure
8. Debris removal and other services may be required after storm events.

Although we are a new company, our team has years of experience in the city procurement process from contracts, submittals, to field construction and restoration. TCU has the staff to ensure all projects are a success. We also hold the required Licenses and certification for work under this RFQ.

We are Looking Forward to building a strong relationship with The City of Marco Island and would be honored to accomplish services for all projects under RFQ#2023-029.

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## Firms Credentials:

Titan Concrete & Utilities Inc. is a New Prosperous Company in SW Florida Established in February of 2023 by Francisco Robles (President) & Jose Aguiar (Vice President), our team has acquired a substantial amount of knowledge and experience throughout the years in the construction industry. We have a Total of 25 employees the scope of work our company has experience is Underground Utilities, we have also completed Projects that include sidewalk and driveway repair or replacements, Earthwork and site construction, drainage construction and repair, debris removal and emergency services. Below are a few projects contracted and completed:

**Heritage Builders: Concrete Driveway @ Randal in Naples**

**Heritage Builders: Paver restoration @ JW Marriott**

**Buffalo Storage: Concrete Platform @ Ritz Carlton**

**Quality Enterprise: Wier @ water plant in Naples**

**Glades Golf & Country Club: Excavated Swales and pipe Installation**

**Jolly Tucking: Replaced Damaged Pipes @ Port Royal**

**One Source Construction: Seawall Pipe Repair @ Marco Island**

These are a few of the many projects Titan concrete & Utilities has completed in its short time of operating. We have reviewed and Understand the Requirements of RFQ#2023-029 and are confident we have the capability to perform all requested services from The City of Marco Island stay within budget and Complete projects in a timely manner.

Established: 2023

Number of employees:25

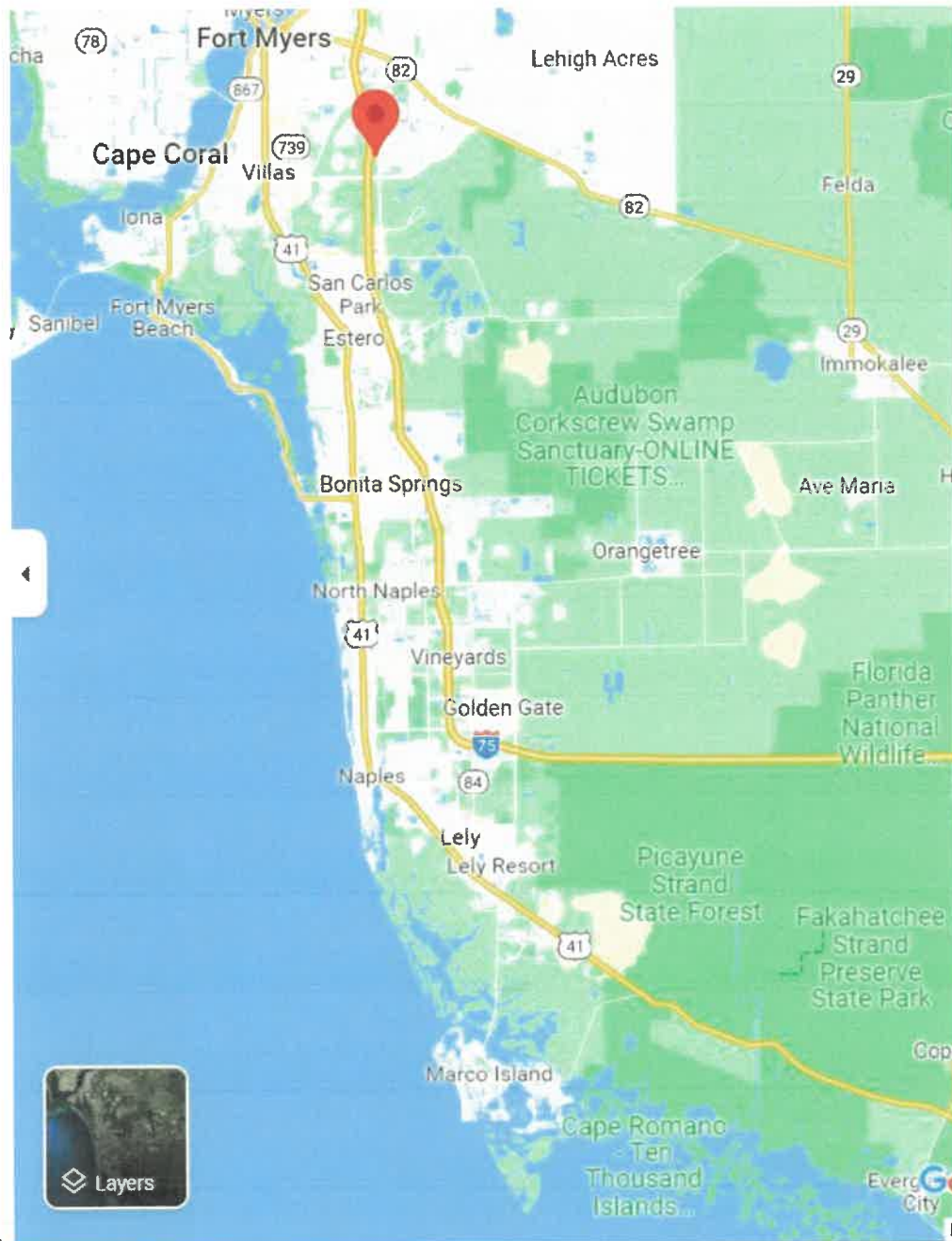
Principles/Company officers: Francisco Robles/ Jose Aguiar

Office Location:10060 Amberwood Rd STE3

Fort Myers FL 33913

# Statement of Responsiveness

Our Office is Located off Treeline Ave Near Daniels Parkway in Fort Myers, in the case of an emergency and a crew is needed our Response time can be within 2 hours of being notified, we are able to send Quotes and Proposals within a 24-hour window frame after seeing scope of work needed to be completed.



# Expertise of Designated Staff

Francisco Robles: President of Titan Concrete & Utilities Inc oversees all Business project estimations/ management. Francisco has over 25 years of Experience in the construction Industry, he was employed with One Source Construction where he estimated and managed Projects for 3+ years, he was also employed with Quality Enterprises for 18+ years his experience with Quality included lift stations, pipeline installation emergency services. Francsico is OSHA certified and has Knowledge of the City's Codes and regulations as well as Confined space and MOT.

Jose Aguiar: Vice President of Titan Concrete & Utilities Inc has over 15 years of experience in the construction industry, Jose has experience overseeing and managing projects that include Pipe installation, concrete work, and site work, He is OSHA certified and has knowledge of the city codes and Regulations as well as Confined Space and MOT.

Juan Aguiar: Superintendent of Titan Concrete & Utilities Inc has over 15 years of experience, Juan ensures our crews are up to date with equipment and material needed for a project to be completed in a timely manner. Juan has his CDL and is OSHA Certified.

## Past Performance:

Our team has the experience and knowledge and Qualifications to complete and take on new Customers. We Pride ourselves with the Workmanship and craftsmanship that our employees Produce below are a few completed Projects to validate our capability to complete any services the City of Marco Island will require.

Glades Golf & Country Club: Excavate swales & Installation of Pipe.  
174 Teryl Rd  
Naples FL 34112  
Elaine Shwartz  
239-253-5232

One Source Construction: Replace Storm Pipes & Seawall connection @ Marco Island  
10060 Amberwood Rd Ste 3  
Fort Myers FL 33913  
Yurid Macedo  
239-666-1824

Quality Enterprise: Water Plant Treatment Installed Weir  
3494 Shearwater St  
Naples FL 34117  
Louis Gaudio  
239-435-7200

Heritage Builders: Driveway Installation @ Randal  
3546 Plover Avenue  
Naples, Florida 34117  
Susie Schultz  
239-825-6295

Pavement Maintenance LLC: R&R Watermain Backflow @ Highland Elementary  
1640 Benchmark Ave  
Fort Myers FL 33905  
Juan Gomez  
239-334-6760

George Fire Inc: Marina Bay Installation of 18" Doctile Pipe  
2911 4<sup>th</sup> Ave NE  
Naples FL 34120  
Jorge Cofre  
239-272-5189

Earth Tech: Replace 12" Pipes @ Collier BLVD  
5425 Golden Gate Pkwy #3,  
Naples, FL 34116  
239-774-1223

Integral Building Corporation: Marco Hangars @ Naples Airport  
3940 Radio Rd STE 106,  
Naples, FL 34104  
Kristin Stevens  
239-213-4221

Douglas N Higgins: Stucco Around New bay doors @ City Gate  
4485 Enterprise Ave  
Mike Lobello  
239-774-3130

Florida Mechanical Contractors: Grease trap Replacement @ JW Marriott  
3546 Plover Avenue  
Naples, Florida 34117  
239-825-6295

Buffalo Storage & Transport LLC: Ritz Carlton Masonry  
3561 Plover Ave,  
Naples, FL 34117  
Ian Bunnet  
239-293-9779

One Source Property Solutions Inc: Install 10 Boxes @ LCEC Yard  
7139 N Brentwood Rd  
Fort Myers, FL 33919  
Matt Gillispie  
239-800-9771



**PART IV**  
**PROPOSAL EVALUATION AND REVIEW PROCEDURE**

Review of the proposal submittals will be performed by a selection committee, the members of which is determined by the City Manager.

Each firm will be scored for the following four specific categories:

	<u>Max Points</u>
1. Firms Credentials	20
2. Responsiveness	20
3. Experience of Designated Staff	20
4. Relevant/Similar Work	20
5. References	20

<b>Total Possible Points</b>	<b>100</b>
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The City's selection committee will evaluate the submittals and create a ranking of those firms. City intends to award contracts to the firms that receive an average, between all selection committee member, 70 points or more for each category applied for.

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**PART V**  
**INSURANCE REQUIREMENTS**

- ☐ COMMERCIAL GENERAL LIABILITY LIMITS      \$ 2,000,000 AGGREGATE  
 (MUST INCLUDE CONTRACTUAL LIABILITY)      \$ 1,000,000 EACH OCCURRENCE  
    \$ 1,000,000 PRODUCTS-COMP/OP  
    \$ 1,000,000 PERS & ADV INJURY
- ☐ PROFESSIONAL LIABILITY AND/OR      \$ 1,000,000 AGGREGATE  
 ERRORS AND OMISSIONS LIABILITY      \$ 1,000,000 EACH OCCURRENCE
- ☐ AUTOMOBILE LIABILITY      \$ 1,000,000 COMBINED SINGLE LIMIT  
    (INCLUDE HIRED AND NON-OWNED LIABILITY)
- ☐ WORKER'S COMPENSATION      STATUTORY
- ☐ EMPLOYER'S LIABILITY      \$ 1,000,000 EACH ACCIDENT  
    \$ 1,000,000 DISEASE-POLICY LIMIT  
    \$ 1,000,000 DISEASE-EACH EMPLOYEE
  
- ☐ THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED  
 UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S  
 GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

THE ABOVE REFLECTS THE MINIMUM REQUIREMENTS FOR WORKING WITH THE CITY OF MARCO ISLAND, FLORIDA. ANY REQUIREMENTS FOUND IN A PARTICULAR JOB'S CONTRACT THAT ARE OF A HIGHER STANDARD WILL PREVAIL.

THE CITY OF MARCO ISLAND, FLORIDA MUST BE GIVEN A CERTIFICATE OF INSURANCE SHOWING THAT THE ABOVE REQUIREMENTS HAVE BEEN COMPLIED WITH. A CURRENT CERTIFICATE OF INSURANCE MUST BE IN THE CITY'S OFFICES BEFORE THE WORK BEGINS. THE CERTIFICATE OF INSURANCE MUST REMAIN CURRENT IN ORDER FOR THE CITY TO ISSUE PAYMENTS TO THE CONTRACTOR OR SUB CONTRACTOR.

**POLLUTION AND REMEDIATION LIABILITY INSURANCE**

Required by this Agreement?    ☐ Yes    ☒ No

- (1) If coverage is provided on a "Claims Made" form as opposed to an "Occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that, in the event of cancellation or non-renewal, the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.
- (2) The City of Marco Island shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.
- (3) Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.
- (4) The City of Marco Island must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability.
- (5) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

The City of Marco Island  
Attn: Risk Manager  
50 Bald Eagle Drive  
Marco Island, FL 34145

- (6) **Thirty (30) Days Cancellation Notice is required.**

**PART VI**  
**STANDARD FORMS**

The below forms A. through H. are to be submitted with your response to this RFQ

**A. DECLARATION STATEMENT**  
**RFQ 2023-029**

Full Name of Proposer: Titan Concrete & Utilities Inc.

Main Business Address: 10060 Amberwood Rd Ste 3  
Fort Myers FL

Telephone: 239-416-5986 Email Address: underground@Titan+cuinc.com

State License(s)# HC 1526480 Type state certified license

To: City Manager, City of Marco Island, Florida  
(hereinafter called the Owner)

The undersigned, as Proposer hereby declares that he has examined the Scope of Services and informed himself fully in regard to all conditions pertaining to the work to be done. The Proposer further declares that the only persons, company or parties interested in this Proposal or the RFQ to be entered into as principals are named herein; that the Proposal is made without connection with any other person, company or companies making a Proposal; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Request for Qualifications 2023-029 as issued by The City of Marco Island on September 24, 2023. The undersigned agrees that should his firm be offered a contract, he will execute that contract and present the same to the City for approval within fifteen (15) days after being notified of the award. The undersigned do further agree that failure to execute and deliver said forms of Contract within fifteen (15) days will result in damages to the City.

Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor's Signature (Full Name)
<u>1</u>	<u>10.6.23</u>	<u>Jonathan J. Rodde</u>
<u>          </u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>          </u>	<u>          </u>

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 23<sup>rd</sup> day October, 2023 in the City of Fort Myers, in the State of FL.

Titan Concrete & Utilities Inc.  
Firm's **Complete Legal** Name

Check one of the following:

- ☐ Sole Proprietorship  
☒ Corporation or P.A.  
☐ Limited Partnership  
☐ General Partnership

Phone No. 239-416-5986

Email underground@Titanconcrete.com

10060 Amberwood Rd Ste 3  
Address

Fort Myers FL 33913  
City, State, Zip

BY: Francisco Robles  
Typed and Written Signature

Francisco J Robles

President  
Title

**B. E-VERIFY  
RFQ 2023-029**

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)

10.23.23  
Date

Francisco Rodas - President  
Name and Title of Authorized Signee

Titan Concrete & Utilities Inc.  
Name of Corporation, Partnership, Trust, Etc.

**C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION  
RFQ 2023-029**

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 9(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."

*Francisco Robles*  
Contractor's Signature

Date 10-23-23

Francisco Robles - president  
Name and Title of Authorized Signee

Titan Concrete & Utilities Inc.  
Name of Corporation, Partnership, Trust, Etc.

(SEAL)





**D. NON-COLLUSION CERTIFICATION  
RFQ 2023-029**

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 will make the bid non-responsive and not eligible for award consideration.

Francisco J. Rodas

Proposer's Signature

Francisco Rodas - president  
Name and Title of Authorized Signee10.23.23

Date

Titan Concrete & Utilities Inc.  
Name of Corporation, Partnership, Trust, Etc.**(SEAL)**

**E. SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON  
PUBLIC ENTITY CRIMES  
RFQ 2023-029**

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 or Contract No. 2023-029 Public  
Infrastructure Construction Services

2. This sworn statement is submitted by Titan Concrete & Utilities Inc.  
(name of entity submitting sworn statement)

whose business address is: 10060 Amberwood Rd Ste 3

Fort Myers FL 33913

and its Federal Employer Identification Number (FEIN) is 92-2184451  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

SSN \_\_\_\_\_.)

3. My name is Francisco Robles (please print name of individual signing) and  
my relationship to the entity named 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.)**

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

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

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

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

Francisco J. Robles  
(Signature)

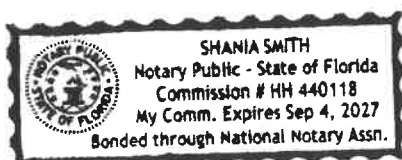
10.23.23  
(Date)

STATE OF Florida  
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23<sup>rd</sup> day of October, 2023 by Francisco Robles (name of person making statement) who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Affix seal here

Notary Public signature: Shania Smith



**G. CONFLICT OF INTEREST DISCLOSURE FORM  
RFQ 2023-029**

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

Titan Concrete & utilities Inc.

Authorized Signature

Francisco J Robles

Name

Francisco Robles

Title

President

Date

10.23.23

**SKIP THIS FORM IF IT DOES NOT APPLY TO THE CATEGORY YOU ARE SUBMITTING FOR**

**G. FLORIDA TRENCH SAFETY ACT STATEMENT  
RFQ 2023-029**

**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 **RFQ #2023-029** for **Public Infrastructure Construction Services**
- 2 This Sworn Statement is **submitted by** Titan Concrete & Utilities Inc. (name of entity submitting sworn statement), hereinafter "**BIDDER**". The **BIDDER'S business address is:** 10060 Amberwood Rd Ste 3 Fort Myers FL 3391  
**BIDDER'S Federal Employer Identification Number (FEIN) is** 92-2184451.
- 3 My name is Francisco Robles (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 \$ TBD 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:  
TBD

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 \$ TBD 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: TBD

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:

Titan Concrete & Utilities Inc.

By: [Signature] (Signature)

President (Position or Title)

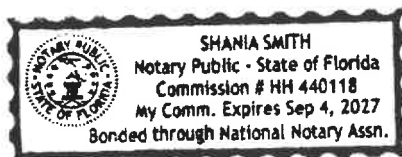
10.23.23 (Date)

STATE OF Florida  
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 13<sup>th</sup> day of October, 2023, by Francisco Robles (name of person making statement) who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Affix seal here

Notary Public signature: [Signature]



**FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT**

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

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

	Trench Safety Measure	Units of Measure	Quantity	Unit	Extended
	(Description)	(LF SY)		Cost	Cost
A.	TBD				
B.					
C.					
D.					

TOTAL:     \$TBD

**H. CONTRACTOR SAFETY CERTIFICATION**  
**RFQ 2023-029****CONTRACTOR SAFETY CERTIFICATION**

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

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

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

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

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

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

Contractor/Company Name: Titan Concrete & Utilities Inc.  
(Please Print)

Contractor/Company Representative Name: Francisco Robles  
(Please Print)

Contractor/Company Representative Title: President  
(Please Print)

Signature: Francisco Robles Date: 10 / 23 / 2023



## **I. ASBESTOS WORK PLAN RFQ 2023-029**

### **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 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: James J. Rell

Firm: Titan Concrete & Utilities Inc.

Date: 10 / 23 / 23



**PART VII**  
**REFERENCE QUESTIONNAIRE FORM**

# Reference Questionnaire

**Solicitation: RFP 2023-029 – Public Infrastructure Construction Services**

Titan Concrete &amp; Utilities

Name of Company Requesting Reference Information:

Heritage Builders

Name of Client/Individual Providing Reference Information:

 Name: Susie Schultz

 Company: Heritage Builders

 Email: susie.heritagebuilders@gmail.com

 Tel: 239-825-6295

**Please do not use current or former City of Marco Island employees as references**

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

 Project/Contract Name: JW Marriott Marco Island

 Summarize the scope: Various jobs - underground utility installation, lift station repairs,  
paver installation/repair, concrete block work

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

<b>CERTIFICATE OF LIABILITY INSURANCE</b>							Date 10/6/2023		
<b>Producer:</b> Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					<b>This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.</b>				
<b>Insured:</b> South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage			NAIC #	
					Insurer A: Lion Insurance Company			11075	
					Insurer B:				
					Insurer C:				
					Insurer D:				
Insurer E:									
<b>Coverages</b> <small>The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.</small>									
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits			
A		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur  General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence			
		Damage to rented premises (EA occurrence)							
		Med Exp							
		Personal Adv Injury							
		General Aggregate							
		Products - Comp/Op Agg							
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)			
		Bodily Injury (Per Person)							
		Bodily Injury (Per Accident)							
		Property Damage (Per Accident)							
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence			
		Aggregate							
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTH-ER			
						E.L. Each Accident			
						E.L. Disease - Ea Employee			
						E.L. Disease - Policy Limits			
Other			<b>Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616</b>						
<b>Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:</b>									
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": <div style="text-align: center;">Titan Concrete &amp; Utilities, Inc.</div> Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com <b>Project Name:</b> ISSUE 10-06-23 (BP)									
Begin Date: 4/24/2023									
CERTIFICATE HOLDER				CANCELLATION					
CITY OF MARCO ISLAND ATTN: RISK MANAGER 50 BALD EAGLE DRIVE MARCO ISLAND, FL 34145				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.  					



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/6/2023

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

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

PRODUCER <b>Plymouth Insurance Agency</b> 2739 US Hwy 19 North Holiday, FL 34691	CONTACT NAME:		
	PHONE (A/C, No, Ext):	727-682-4040	FAX (A/C, No): 877-491-7980
	E-MAIL ADDRESS:	certs@plymouthinsuranceagency.com	
	INSURER(S) AFFORDING COVERAGE		NAC#
	INSURER A: <b>Kinsale Insurance Company</b>		38920
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED  
**Titan Concrete and Utilities Inc.**  
10060 Amberwood Rd Unit 3  
Fort Myers, FL 33913

OVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			0100236037-0	4/20/2023	4/20/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
								\$
								\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Marco Island Attn: Risk Manager 50 Bald Eagle Drive Marco Island, FL 34145	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# *City of Marco Island Florida*



## RFQ DOCUMENTS FOR:

### **Public Infrastructure Construction Services**

**RFQ # 2023-029**

**September 24, 2023**

CITY OF MARCO ISLAND  
Angela Johenning  
Purchasing and Risk Manager  
50 Bald Eagle Drive  
Marco Island, Florida 34145  
Email: [AJohenning@cityofmarcoisland.com](mailto:AJohenning@cityofmarcoisland.com)  
Phone: (239) 389-5011



City of Marco Island  
RFQ 2023-029

Public Infrastructure Construction Services

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          A.     DECLARATION STATEMENT

          B.     E-VERIFY

          C.     CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
              INELIGIBILITY AND VOLUNTARY EXCLUSION

          D.     NON-COLLUSION CERTIFICATION

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

          F.     CONFLICT OF INTEREST DISCLOSURE FORM

          G.     FLORIDA TRENCH SAFETY ACT STATEMENT

          H.     CONTRACTOR SAFETY CERTIFICATION

          I.     ASBESTOS WORK PLAN

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**PART I**  
**LEGAL NOTICE**

**PUBLIC NOTICE**  
**MARCO ISLAND, FLORIDA**  
**REQUEST FOR QUALIFICATIONS**

**RFQ #2023-029**  
**Public Infrastructure Construction Services**

The City of Marco Island is seeking to establish contractual arrangements with a number of qualified firms of various sizes and capabilities to provide public infrastructure related construction services on an as-needed basis for a three (3) year period, with a potential of one (1) three (3) year extension.

Those services would include but are not limited to the following categories:

1. Concrete construction
2. Drainage construction and repair
3. Paving, striping, and road signage
4. Traffic signal repair and maintenance
5. Earthwork, vegetation removal, and site construction
6. Underground utility installation and repair (including horizontal directional drilling)
7. Treatment Plant Infrastructure (including installation and repair of fiberglass pipe, steel pipe, PVC pipe, HDPE pipe, fittings, pipe supports, pump, motor, valve, ARV, aboveground pipe coating, filter media replacement, metal tank coating, anodes replacement, drain piping, etc.)
8. Debris removal and other services may be required after storm events.

Firms possessing the required experience and licenses may submit a statement of qualifications for one, all or any of the above eight categories.

Qualification packages must be submitted in sealed envelopes, marked with Public Infrastructure Construction Services, RFQ #2023-029, no later than **October 23, 2023, 2:00 PM** (EST) and shall be addressed to the City of Marco Island, City Clerk, 50 Bald Eagle Drive, Marco Island, Florida 34145.

Information and Bidding Documents can be obtained by downloading from [www.demandstar.com](http://www.demandstar.com) [www.cityofmarcoisland.com](http://www.cityofmarcoisland.com). Please direct questions to Angela Johenning, Purchasing and Risk Manager at: [ajohenning@cityofmarcoisland.com](mailto:ajohenning@cityofmarcoisland.com); or (239) 389-5011; or 50 Bald Eagle Drive, Marco Island, Florida 34145.

Dated this September 24, 2023

By: Michael A. McNees, City Manager

*Published in Naples Daily News on 09-24-2023*

## **PART II**

### **GENERAL INFORMATION**

**Respondents to this solicitation or person acting on their behalf may not contact between the release of the solicitation and the end of 72-hour period following the agency posting the notice of intended award, excluding weekends and state holidays, any employee or officer of the executive or legislative branch concerning any aspects of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for disqualification.**

#### **Purpose**

The City of Marco Island is seeking to establish contractual arrangements with a number of qualified firms of various sizes and capabilities to provide public infrastructure related construction services on an as needed basis for an initial 3 (three) year term, with a possibility of 1 (one) 3 (three) year renewal.

Those services would include but are not limited to the following categories:

1. Concrete construction
2. Drainage construction and repair
3. Paving, striping, and road signage
4. Traffic signal repair and maintenance
5. Earthwork, vegetation removal, and site construction
6. Underground utility installation and repair (including horizontal directional drilling)
7. Treatment Plant Infrastructure (including installation and repair of fiberglass pipe, steel pipe, PVC pipe, HDPE pipe, fittings, pipe supports, pump, motor, valve, ARV, aboveground pipe coating, filter media replacement, metal tank coating, anodes replacement, drain piping, etc.)
8. Debris removal and other services may be required after storm events.

Firms possessing the required experience and licenses may submit a statement of qualifications for one, all or any of the above six categories.

Work awarded under this contract will be for projects in which the estimated construction cost of each individual project does not exceed \$300,000. Jobs over \$200,000 will require posting of payment and performance bonds. Jobs over \$50,000 will require City Council approval.

#### **Applicability of the Public Records Act and Sunshine Law**

Per Sec. 119.071(1)(b)2 of the Florida Statutes, all submittals and supplemental information obtained in response to this RFQ are subject to the Florida Public Records Act and Sunshine Law and will be made available, after the City provides notice of an intended decision or after 30 days from the submittal date, whichever comes earlier, upon request by any person or firm.

**Tentative Schedule**

Advertisement in Naples Daily News-	September 24, 2023
Questions due	October 3, 2023 5:00 PM
Responses to questions	October 6, 2023 5:00 PM
<b>Submittals due</b>	<b>October 23, 2023, 2 PM</b>
Selection Meeting	November 2, 2023, 10:00 AM
City Council approval	November 20, 2023, 5:30 PM

**RFQ Submittal and Due Date**

One copy of a qualification package must be submitted in a sealed envelope, marked with **Public Infrastructure Construction Services, RFQ #2023-029, by October 23, 2023 2 PM (EST), and shall be addressed to the City of Marco Island, City Clerk, 50 Bald Eagle Drive, Marco Island, Florida 34145.**

**Questions and Addendum**

Written questions regarding this RFQ must be submitted to Angela Johenning, Purchasing and Risk Manager at **AJohenning@cityofmarcoisland.com** no later than October 3, 2023 5:00 PM (EST).

Responses will be posted on [www.demandstar.com](http://www.demandstar.com). It is your responsibility to check for and acknowledge the receipt of all addendums (if any). Failure to do so may result in disqualification of your submittal.

**Requirements**

The selected Contractors must comply with all local, state, and federal codes and regulations, must possess the applicable licenses and maintain insurance coverage as outlined in this RFQ document.

Selected Contractors shall provide the City with a one (1) year warranty on all work performed. The warranty will not go into effect until an individual project or work order has been completed in accordance with the plans and/or specifications and accepted by the City. All work performed must meet or exceed The City of Marco Island Right-of-Way Manual, the Marco Island Utilities Standards Manual, FDOT standard specifications and any other applicable State or Federal regulations.

**Direct Material Purchases**

As a governmental entity, the City is exempt from most sales taxes. As a result, the City reserves the right to supply any or all necessary parts and/ or materials for selected projects and repairs.

**Proposer's Qualifications**

1. All proposers must be appropriately licensed to perform the work and services outlined in these specifications.
2. All proposers must demonstrate a comprehensive understanding in the areas listed in this proposal. Knowledge and skills along with substantiated experience is an essential criterion in the qualifying process.
3. The City reserves the right to check all references furnished and evaluate the financial and technical capacity of proposers in determining the award of this proposal.

4. The proposer's personnel and management to be utilized for these services shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract.

**Contract Term**

This contract is for an initial 3 (three) year term, with a possibility of 1 (one), 3 (three) year renewal.

**Incurred Expenses**

The City is not responsible for any expenses which proposers may incur preparing and submitting letters of interest and qualifications packages called for in this Request for Qualifications.

**Proposal Acknowledgement**

By submitting a proposal, the proposer certifies that he/she has fully read and understands the proposal instructions and has full knowledge of the scope, nature, and quality of work to be performed.

**Offer Extended to other Government Entities**

Offer Extended to Other Governmental Entities: The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

**Employment of Unauthorized Alien Workers**

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.

**Sales Tax**

The City of Marco Island, Florida, as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. All successful bidders will be provided a copy of the City's Certificate of Exemption upon contract award.

**Socioeconomic Engagement**

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms are hereby encouraged to participate in this solicitation.

**Responsible Vendor Determination**

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**PART III**  
**INFORMATION REQUIRED OF PROPOSER**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the qualification packages be organized in the manner specified. The proposals should be assembled in the order listed below and utilize the headings given. **The Statement of Qualifications shall not exceed 20 pages.** The City values brevity. The page limit indicated above *does not* include copies of the licenses, insurance certificates or Standard Forms (A through I).

All proposers must have a demonstrated comprehensive understanding in areas listed in the proposal. Understanding and previous experience are essential criterion in the qualifying process. The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the work.

**(1) Cover Letter**

The Cover Letter should include the name of the person(s) who will be authorized to make representations for the proposer, their title(s), office location, telephone number(s), and email address. Please indicate **clearly** in the cover letter which of the eight categories you are interested in.

**(2) Table of Contents**

**(3) Firm's Credentials:** Proposer shall include a description of the proposer's business history and number of years in operation. Proposer shall include number of total employees and number of employees located in Florida, when firm was established, principals of firm, Florida office locations, name and location of the officer-in-charge, and any other related information.

**(4) Responsiveness:** Proposer is expected to be responsive to requests for services. The firm's proximity to Marco Island, its presence on other projects in the area and its stated response time to requests for quotes or response to emergency situations will be evaluated.

**(5) Expertise of Designated Staff:** Describe the qualifications and experience of personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work, and knowledge of local codes, laws and regulations governing the work.

**(6) Past Performance:** Proposer shall provide any information, including references that document successful and reliable experience in past performance, especially those performances related to the requirements of this RFQ. Related experience shall be restricted to those assignments undertaken within the last five (5) years.

**The below Sections (7) and (8) no not count towards the 20 page limit**

**(7) Other Information**

This section should include proof of insurance, as well as applicable business and professional licenses.

**(8) Filled standard forms A. through I. (pages 11-26 of this RFQ)**