

**RESOLUTION NO. 22-03-25**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 22-02 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR TO COMPLETE THE FOUNDERS PARK PATH REPLACEMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village"), offers its residents and tourists a path within Founders Park used for walking, jogging, bicycling, exercising, and birdwatching; and

**WHEREAS**, the path is open for use from sunrise to sunset year-round and also connects the series of "Vita Course" exercise equipment located throughout the Park; and

**WHEREAS**, since its construction in 2000 the path has deteriorated and, in some areas, has been severely impacted by the roots of trees near the path; and

**WHEREAS**, improvement of the design of the path and replacement of the surface will enhance the use of Founders Park for residents and tourists by providing a fully ADA accessible amenity within Founders Park; and

**WHEREAS**, on February 11, 2022, the Village issued Request for Proposals (RFP) 22-02 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to replace the Founders Park Path (the "Project"); and

**WHEREAS**, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a professional to complete the Project; and

**WHEREAS**, the Committee reviewed the proposals received using the selection criteria detailed in RFP 22-02 and recommends selection of the highest-ranked proposal, Affordable Asphalt, Inc., for the requested services for an amount not to exceed One Hundred Eighty-six Thousand Eighty-one and 50/100 Dollars (\$186,081.50); and

**WHEREAS**, the Village Council finds that approval and selection of Affordable Asphalt, Inc., is in the best interest of the Village and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2. Approval of Selection.** The Village Council hereby approves the selection of Affordable Asphalt, Inc. to complete the Founders Park Path Replacement Project.

**Section 3. Authorization of Village Officials.** The Village Manager and/or her designee and the Village Attorney are authorized to negotiate an agreement with Affordable Asphalt, Inc., for the services to complete the Founders Park Path Replacement Project.

**Section 4. Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the services.

**Section 5. Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Affordable Asphalt, Inc., on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

**Section 6.**    **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Mayor Pete Bacheler, seconded by Councilman Buddy Pinder.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

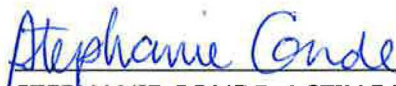
Mayor Pete Bacheler	YES
Vice Mayor Henry Rosenthal	YES
Councilman Mark Gregg	YES
Councilman Buddy Pinder	YES
Councilman David Webb	YES

**PASSED AND ADOPTED THIS 31<sup>st</sup> DAY OF MARCH, 2022.**



PETE BACHELER, MAYOR

ATTEST:



STEPHANIE CONDE, ACTING VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS:



ROGET V. BRYAN, VILLAGE ATTORNEY

## **AGREEMENT**

THIS IS AN AGREEMENT, dated the 13<sup>th</sup> day of April, 2021, between:

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipal corporation, hereinafter "VILLAGE,"

and

AFFORDABLE ASPHALT, INC.  
a Florida for Profit Corporation, authorized to do business in the State of Florida, hereinafter  
"CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

### ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an independent experienced CONTRACTOR to provide the services to complete improvements to the Founders Park Path (the "Services") as expressed in RFP 22-02.

1.2 On March 10, 2022, the VILLAGE received a proposal from CONTRACTOR for the services to complete improvements the "Services" as expressed in RFP 22-02.

1.3 On March 31, 2022, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 22-03-25, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.

1.4 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services responsive to RFP 22-02 as set forth herein.



ARTICLE 2  
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 The CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 The CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this contract shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3  
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4  
CONTRACT SUM, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A". A total contract price hereto is referred to as Contract Sum and shall not exceed **One Hundred Eighty-Six Thousand Eighty-One Dollars and Fifty Cents (\$186,081.50)**.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A".

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

4.5 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.6 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-CONTRACTORS and subcontractors, suppliers and labors.

#### ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until CONTRACTOR has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations,

and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000.00 combined single limit;
- c) Automobile Liability Insurance - \$1,000,000.00 per occurrence, \$1,000,000.00 per Accident for bodily injury and \$1,000,000 per accident for property damage;
- d) Pollution Liability - \$1,000,000.00 per Occurrence, \$2,000,000.00 Aggregate.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

#### ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

#### ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

#### ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

#### ARTICLE 9 PERFORMANCE BOND

9.1 The CONTRACTOR shall furnish a performance bond and payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of the CONTRACTOR'S obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract.

#### ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT  
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11  
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

ARTICLE 12  
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to RFP 22-02 as set forth and incorporated into this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13  
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of

CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Village.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Maria T. Bassett, Acting Village Manager/Finance Director  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Roget V. Bryan, Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Michael Woods, President  
Affordable Asphalt, Inc.  
94411 Overseas Highway  
Tavernier, Florida, 33070

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.



13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its President, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Maria T Bassett 4/4/22  
Maria T. Bassett, Acting Village Manager

AUTHENTICATION:

Stephanie Conde  
Stephanie Conde, Acting Village Clerk

(SEAL)


APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY


  
Roget V. Bryan, Village Attorney



CONTRACTOR

WITNESSES:

  
ERIN WOODS

By:   
Print Name: Michael Woods  
Title: President  
Date: 4-13-22


ATTEST:

\_\_\_\_\_  
SECRETARY

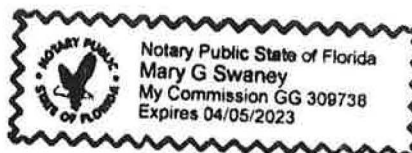
STATE OF FLORIDA           )  
COUNTY OF MONROE       )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Michael Woods as President of Affordable Asphalt, a Florida Corporation, and executed the foregoing Agreement as the proper official of Affordable Asphalt, for the use and purposes mentioned in it and affixed the official seal of the Affordable Asphalt Corporation, and that the instrument is the act and deed of that Affordable Asphalt Corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13th day of April, 2022.

  
NOTARY PUBLIC

My Commission Expires:



See Contractor's Bid Proposal attached document for Exhibit "A"

Proposer:

Affordable Asphalt, Inc

94411 Overseas Highway

Tavernier, FL 33070

Islamorada, Village of Islands

Request for Proposals for Founders Park Path

Replacement

(RFP 22-02)



**Islamorada, Village of Islands, Florida**

**REQUEST FOR PROPOSALS**

**FOUNDERS PARK PATH REPLACEMENT**

**(RFP 22-02)**

**Issue Date: February 11, 2022**

Islamorada, Village of Islands (the "Village"), will receive formal proposals from qualified parties to provide construction services to replace the Founders Park Path. Formal proposals will be accepted until **3:00 p.m. Eastern Standard Time on March 10, 2022.**

Interested firms must submit sealed proposal packages by certified mail or in person to:

Islamorada, Village of Islands  
Attn: Village Clerk  
86800 Overseas Highway  
Islamorada, Florida 33036

To be eligible for selection consideration, interested consultants/firms must submit one (1) original printed package, three (3) printed copies, and one (1) electronic copy provided by email attachment or cloud storage link. The printed documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the Proposer and bear the following title: Islamorada, Village of Islands **"Request for Proposals for Founders Park Path Replacement (RFP 22-02)."**

The electronic copy should be identical to the original printed package in natively converted PDF format and include "RFP 22-02" in the document title. Submit the electronic document or link to the cloud storage site via email to [mary.swaney@islamorada.fl.us](mailto:mary.swaney@islamorada.fl.us) **within 24-hours after 3:00 p.m. Eastern Standard Time on March 10, 2022.**

It is the sole responsibility of proposing firms to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

## **I. INQUIRIES FOR CLARIFICATION**

All inquiries and requests for clarification or interpretation regarding this Request for Proposals shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036 or by email to [mary.swaney@islamorada.fl.us](mailto:mary.swaney@islamorada.fl.us) no later than February 28, 2022.

The Village shall issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com> and on the Village's website at <http://www.islamorada.fl.us>. No oral change or interpretation of the provisions contained in this RFP is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Proposals document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

## **II. MANDATORY PRE-BID MEETING**

There is no pre-bid meeting for this RFP. All inquiries will be addressed as provided above in Section I.

## **III. PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified parties to provide construction services to replace the Founders Park Path.

## **IV. OBJECTIVES**

The objective of this RFP is to enter into an agreement with an experienced contractor who shall furnish all necessary expertise, personnel, tools, materials, equipment, supervision, in a timely and responsive timeframe for the replacement of the Founders Park Path. The specific services to be provided and performed are described in Section VI, Scope of Services.

The Contractor shall perform the services under this agreement as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the Village.

## **V. BACKGROUND AND HISTORY**

Islamorada, Village of Islands (the "Village"), is a municipality located within the Florida Keys and is comprised of four (4) islands spanning 18 miles. The population is approximately 7,114, and the Village has about 115 full-time employees. As a Florida municipality, the Village must operate within the guidelines of Florida Statutes relating to public records, public meetings, and Sunshine laws. The Village undergoes an annual financial audit pursuant to Florida Statutes. Additionally, the

Village must follow the guidelines of its purchasing ordinance when purchasing capital, supplies and services.

Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village's park system, offering sports programs, recreational programs and facilities, sports coaching and training and facilities for aquatics, golf, soccer, baseball, tennis, volleyball, swimming, and basketball. A path connecting the Overseas Highway to the park facilities such as the beach, dog park, baseball field, multi-use field, and vita course exercise equipment areas was originally constructed in 2000. The path is highly used for walking, jogging, bicycling, and bird watching and more. Over time, the path has deteriorated and areas have been significantly damaged by tree root intrusion.

## **VI. SCOPE OF SERVICES AND DELIVERABLES**

### **1.0 GENERAL SCOPE AND DELIVERABLES**

#### **1.1 General**

The Contractor shall furnish all necessary supervision, labor, tools, parts, and equipment, as well as obtaining all permits required to replace the Founders Park Path. In addition, all services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state, and local standards and follow all manufacturer's recommendations.

**Images of sections of the path including approximate linear feet and square feet and images of root intrusion areas are attached to this RFP as Exhibit "A".**

#### **1.2 Facilities and Work Sites**

The Contractor shall perform services at Founders Park while keeping disruption to everyday operations to a minimum and utilize barricades to block areas under construction. The Founders Park Director or their designee must approve Contractor's work schedule and type of barricades in advance.

#### **1.3 Deliverables**

Provide material, labor and equipment needed to complete the project.

- A. Overlay of Existing Asphalt Pathways (approximately 30,000 square feet) (Unit Price - \$/TN)
  - 1. Clean and remove loose material and dirt from surface area to be paved.
  - 2. Apply an FDOT approved tack coat to promote adhesion between existing asphalt base and the new pavement being installed.
  - 3. Apply SP 9.5 hot mix asphalt compacted to an average depth of one (1) inch(es).

- B. Repair of Existing Asphalt Pathways Damaged by Roots (approximately 10,000 square feet) (Unit Price - \$/TN).
  - 1. Remove and dispose of damaged pathway and roots.
  - 2. Install and compact limerock base as needed per FDOT's Design Manual.
  - 3. Apply SP 9.5 hot mix asphalt compacted to an average depth of two (2) inches.
- C. Install new asphalt pathway (approximately 1,300 square feet) (Unit Price - \$/TN & LS for culvert)
  - 1. New culvert (8" diameter HDPE corrugated pipe) in swale with concrete end caps.
  - 2. Install and compact limerock base as needed per FDOT's Design Manual.
  - 3. Apply SP 9.5 hot mix asphalt compacted to an average depth of two (2) inches.
- D. Install New Detectable Warning Devices (19 locations) (Unit Price - \$/EA)
  - 1. Install new detectable warning devices at each road crossing as per FDOT Design Manual 222.3 Detectable Warnings and FDOT index 522-002.
  - 2. Use only approved items from FDOT's approved product list.
- E. Barricade (Unit Price - LS)
  - 1. All areas to be barricaded before, during and after the project to restrict pedestrian use and access to hazardous areas
- F. Mobilization (Unit Price - LS)
  - 1. Include projected mobilization periods.
- G. Contingency
  - 1. 15% Contingency

## **2.0 NOTICE AND SCHEDULING**

### **2.1 Scheduling**

The Founders Park Director, or their designee shall coordinate with the Contractor to approve the specific schedule for the work. The location at which services will be performed is 87000 Overseas Hwy., Islamorada, FL 33036

### **2.2 Notifications and Communication**

It shall be the responsibility of the Contractor to utilize barricades to block areas under construction approved by the Founders Park Director for all Maintenance of Traffic (MOT). It is the goal of the Village to have the project completed swiftly and in a manner that will allow portions of the path to be open to the public at all times.



### 2.3 Village Inspections

The Contractor shall promptly advise the Village or designee of the completion of the project. A representative of the Village will perform an acceptance inspection of improvements and supply punch list of items to be fixed prior to final completion of the project.

### 3.0 **SUPPLIES, EQUIPMENT AND WARRANTIES**

The Contractor is responsible for furnishing all supplies and equipment required to complete the project. The contractor shall:

1. Provide a minimum one-year warranty for asphalt and detectable warning devices.

### 4.0 **TIMELINE**

The Contractor shall provide a timeline to include the Contractor's proposed number of days to begin the work after an Agreement has been executed and the best estimate of the number of calendar days to complete the project.

## **VII. ELIGIBILITY CRITERIA**

To be eligible for selection consideration, interested consultants/firms must submit proposals as directed on the first page of this RFP document.

Proposals must contain the following information:

1. **Cover Letter:** Provide a cover letter introducing the company and proposal summarizing in a brief and concise manner the Proposer's understanding of the work to be performed, the commitment to perform the work, a statement explaining why the firm believes itself to be qualified to perform the engagement, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Cover Letter indicating the agent's title or authority.
2. **Company Overview:** Provide an overview of the company detailing the total number and expertise of professional staff that would be assigned to the project, describing staff credentials, and identifying office locations and staff assigned to those offices throughout the Florida Keys or the nearest locations to the Florida Keys.
3. **Project Management Experience/Project Examples:**
  - a) Detail the qualifications and experience of the firm and services offered.
  - b) Provide examples of completed similar projects completed.
  - c) Provide an organizational chart, identifying key personnel and the reporting



relationship of key personnel within the organization.

4. **Project Staffing:** Detail the number of available staff, experience and qualifications.
5. **Firm References:** Provide at least three (3) clients, preferably municipalities, for whom the Firm has completed similar projects within the last two (2) years. The references should include the name, address, telephone number and email address of a contact person for each reference cited. References will be verified.
6. **Cost Proposal:** Provide a complete proposed fee schedule utilizing the Bid Tab titled Islamorada, Village of Islands Founders Park Path Replacement provided at Exhibit "B" of this document.
7. **Timeline:** Provide a timeline for the project including the Contractor's proposed number of days to begin the work after an Agreement has been executed and the best estimate of the number of calendar days to complete the project.
8. **Insurance to be provide after award of contract:** The Respondent shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Village within fifteen (15) days after award of contract, with Village Council listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Respondent/Proposer. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$1,000,000 Accident
\$1,000,000 Disease, policy limits	
\$1,000,000 Disease each employee	
General Liability, including	\$1,000,000 Combined Single Limit
Premises Operation	
Products and Completed Operations	
Blanket Contractual Liability	
Personal Injury Liability	
Expanded Definition of Property Damage	
Vehicle Liability	\$1,000,000 per Occurrence
(Owned, non-owned and hired vehicles)	\$1,000,000 Combined Single Limit

The insurance provided by Respondent shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by Respondent.

The insurance maintained by Respondent shall apply on a first dollar basis without application of a deductible or self-insured retention. Respondent shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of Respondent. Any remedy provided to the Village by the insurance provided by Respondent shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Respondent) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Respondent shall relieve Respondent from responsibility to provide insurance as required by this Agreement.

9. ***State and Local Authorization to Transact Business:*** Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. Firms must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

Upon award of the project, Proposer shall provide proof of authorization from Monroe County to transact and conduct business in Monroe County. Proposer must also register as a Contractor with the Village prior to performing any work.

## **VIII. EVALUATION AND SCORING**

A publicly noticed bid opening will be held at the Village Administrative Center. An Evaluation Committee made up of three or more Village staff members will convene in a publicly noticed meeting to evaluate proposals after they are opened. Proposals will be evaluated for responsiveness to the RFP. The Evaluation Committee will prepare a ranking of recommendations to the Village Council based on a point system for entering into contract negotiations. Negotiations will commence with the first-ranked firm. If the Village and the first-ranked firm are unable to finalize a contract, then the negotiation process will move to the second-ranked firm and so forth.

The point system for the evaluation and scoring of responsive proposals will be as follows:

Company Overview	0 - 20 points
Timeline for Completion	0 - 20 points

Cost	0 - 20 points
Similar Projects	0 - 15 points
Warranties	0 - 10 points
References	0 - 15 points
<b>SUBTOTAL POINT RANGE</b>	<b>0 – 100 POINTS</b>
Certified Local Business	5 points
<b>TOTAL POINT RANGE</b>	<b>0 – 105 POINTS</b>

**The Village reserves the right to accept or reject any or all proposals, to waive irregularities, technical errors and formalities, and to select a qualified firm or firms to provide the Services as it deems will best serve the interests of the Village.**

#### **IX. LOCAL PREFERENCE**

Firms seeking preference as a local business must complete Exhibit "C". Firms meeting all of the following requirements may seek certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP 19-08.

1. Has a current Monroe County occupational license or business tax receipt, with a principal office located at a physical address which is between MM 72.658 and the Miami-Dade County boundary line; and
2. The principal office has been established a minimum of 18 consecutive months prior to the date of solicitation of bid and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the Village; and
3. A minimum of 51 percent of the labor or personnel used to perform the purchase contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and
4. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658 to the Miami-Dade County boundary line) at the time of submittal.

#### **X. FORM OF AGREEMENT**

The form of Agreement for the services is provide at Exhibit "D".

#### **XI. CONFIDENTIALITY AND PUBLIC RECORDS**

The Proposal Documents and related materials received from the Firms in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Florida Statute 119.071(1)(b)(2) provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening, whichever is earlier.

Upon the Village's notice of a decision or intended decisions on selection of a Proposer or within thirty (30) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFP are public records or documents subject to disclosure, except as specifically exempted by Florida law or Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting proposals, each proposer expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the proposer may suffer from disclosure of information or materials to third parties and the proposer agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

(end)

Michael Woods- Owner/ Operator  
Affordable Asphalt, Inc  
94411 Overseas Highway  
Tavernier, FL 33070

March 10, 2022

Stephanie Conde  
Village Clerk  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036

Dear Ms. Conde,

We are very pleased to submit Affordable Asphalt's bid for Founder's Park Path Replacement. Having lived in the Upper Keys for 20 years and often visiting Founder's Park, I am excited for this project both as a contractor and as a resident.

We are excited to present our company in a bid to overlay approximately 30,000sf of existing asphalt pathways, repair approximately 10,000sf of existing asphalt pathway by removing and disposing of damaged pathway and roots and repairing down to the base as needed, installing approximately 1,300sf of new asphalt pathway, and new detectable warning devices in 19 locations at Founder's Park. Areas being worked on will be barricaded before, during and after the construction to ensure a minimization of risk.

As a family run construction company that focuses on asphalt, we believe we have the experience and knowledge to complete this project in a timely, efficient manner. In this packet, I have included similar projects and references.

Our bid remains in effect for ninety (90) days. Thank you for your time and consideration for our bid for Founder's Park Path Replacement.

Respectfully,



Michael Woods  
President

# Affordable Asphalt, Inc

## Company Overview

Affordable Asphalt was founded in Islamorada in 1982. We have been a Keys company for 40 years, working with nearly every municipality and contractor in our community. We consistently perform work ranging from small pothole repair, to full road and parking lot building. We are proud to say 100% of our staff live and work in Monroe County. We take pride in our work and in our Keys community. We are a State Certified General Contractor, and our team has been working together for years with our main focus being asphalt pavement.

Our team of 10 consists of some of the best in the business of asphalt paving, grading and pavement markings. We pride ourselves in teaching what we know and learning from others. We have many years of experience working together. We are confident we provide the utmost quality and service to our local paving projects.

Our main facility is located at 94411 Overseas Highway in Tavernier. We also have a Lower Keys facility in Upper Sugarloaf at 19269 Bad George Rd. All of our staff utilize our 2 locations to best serve our customer base throughout the Keys.

Our company takes on one project at a time, and we would be assigning our whole staff of 10 people to the Founder's Park project. This ensures we are focused on the task at hand, and complete the work in a timely fashion. On time, on budget, no distractions.

# Affordable Asphalt, Inc

## Project Management Experience

Affordable Asphalt has over 35 years combined experience in asphalt. We offer full service asphalt, from new asphalt to mill and pave to sealcoat and striping.

Examples of similar projects completed:

- 1) Hurricane Irma Upper Keys Repairs
- 2) Overseas Heritage Trail Cudjoe Root Damage
- 3) Overseas Heritage Trail Long Key Root Damage
- 4) Overseas Heritage Root Damage Repairs
- 5) Florida Keys Aqueduct Authority Bahia Honda Heritage Trail Repairs
- 6) Florida Keys Aqueduct Authority Kemp Channel Heritage Trail Repairs
- 7) Hartkopf Construction- US Coast Guard Mill and Pave

Please see attached organizational chart.

## Project Staffing

Michael Woods- President

Certified Building Contractor

10 years of experience in asphalt and construction

Erin Woods- Office Manager

10 years of experience in asphalt, mining, and construction

Eriosky Ramos- Foreman

2 years of experience in asphalt

Harry Delgado- Crew

10 years of experience in asphalt

# Affordable Asphalt, Inc

## Firm References

1. Josh Lane  
City of Marathon Utilities  
Phone: (305) 289-5014  
Address: 9805 Overseas Hwy, Marathon, FL 33050  
Email: lanej@ci.marathon.fl.us
2. John Glista  
Upper Keys Roads and Bridges  
Phone: (305) 852-7108  
Address: 300 Magnolia St, Key Largo, FL 33037  
Email: glista-john@monroecounty-fl.gov
3. Carlos Solis  
City of Marathon Public Works  
Phone: (305) 289-5008  
Address: 9805 Overseas Hwy, Marathon, FL 33050  
Email: solisc@ci.marathon.fl.us
4. Paul Wunderlich  
Monroe County Engineering  
Phone: (305) 289-6049  
Address: 102050 Overseas Highway, Key Largo, FL 33037  
Email: wunderlich-paul@monroecounty-fl.gov
5. Andrew Toppino  
Charley Toppino and Sons  
Phone: (305) 296-5606  
Address: 129 Toppino Industrial Dr, Key West, FL 33040  
Email: atoppino@charleytoppino.com
6. Brian Arrabal  
Florida Keys Aqueduct Authority  
Phone: (305) 809-2687  
Address: 1100 Kennedy Dr, Key West, FL 33040  
Email: barrabal@fkaa.com
7. Chris Haack  
Mike Haack Excavating  
Phone: (305) 872-8945  
Address: 120 Industrial Rd E, Big Pine Key, FL 33043  
Email: chris@haackexcavating.com



**ISLAMORADA, VILLAGE OF ISLANDS  
FOUNDERS PARK PATH REPLACEMENT  
Bid Tab**

BID ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Line Cost
1	Overlay of Existing Asphalt Pathways and compact to an average depth of one (1) inch (approximately 30,000 square feet) (Unit Price - \$/TN)	183	TN	\$ 270	\$ 49,410
2	Repair of Existing Asphalt Pathways Damaged by Roots and compact to an average depth of two (2) inches (approximately 10,000 square feet) (Unit Price - \$/TN)	122	TN	\$ 500	\$ 61,000
3	Install new asphalt pathway and compact to an average depth of two (2) inches (approximately 1,300 square feet) (Unit Price - \$/TN)	1	LS	\$ 20,000	\$ 20,000
4	New culvert (8" diameter HDPE corrugated pipe) in swale with concrete end caps. (Unit Price - \$LS)	1	LS	\$ 10,000	\$ 10,000
5	Install New Detectable Warning Devices (19 locations) (Unit Price - \$/EA)	19	EA	\$ 600	\$ 11,400
6	Barricade (Unit Price - LS)	1	LS	\$ 5,000	\$ 5,000
7	Mobilization (Unit Price - LS)	1	LS	\$ 5,000	\$ 5,000
				Sub-Total	\$ 161,810
				Contingency 15%	\$ 24,271.50
				Bid Total	\$ 186,081.50

# Affordable Asphalt, Inc

## Project Timeline

Contractor's proposed number of days to begin work after an agreement has been executed: 30 days

If all items are included, the company's best estimate to complete the project: 21 calendar days.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/04/2022

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 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).

<b>PRODUCER</b> George A Zellner Co 4114 Sunbeam Road Suite 101 Jacksonville FL 32257-	<b>CONTACT NAME:</b> Certificates	
	<b>PHONE (A/C, No, Ext):</b> (904)356-1492 <b>FAX (A/C, No):</b> (904)354-4328	
	<b>E-MAIL ADDRESS:</b> certificates@zellnerinsurance.com	
<b>INSURED</b>  Affordable Asphalt, Inc. 94411 Overseas Highway Tavernier FL 33070-	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Auto-Owners Insurance Company	18988
	<b>INSURER B:</b> Colony Insurance Company	39993
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	600GL0204038-00	08/28/2021	08/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	5155488900	07/20/2021	07/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment			78366062	07/20/2021	07/20/2022	Limit 140,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
License #CBC1262034

Islamorada, Village of Islands, FL, and it's council members, officials, officers and employees is named as an additional insured with respect to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

AI 006729

Islamorada Village Of Islands 86800 Overseas Highway Islamorada FL 33036-	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

Fax: ( ) -

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2021

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(les) 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).

<b>PRODUCER</b> Caton-Hosey Insurance 3731 Nova Rd.  Port Orange FL 32129	<b>CONTACT NAME:</b> Krista Scarborough <b>PHONE (A/C, No. Ext):</b> (386) 767-3161 <b>E-MAIL ADDRESS:</b> Krista@catonhosey.com <b>FAX (A/C, No):</b> (386) 760-1770
<b>INSURED</b> Affordable Asphalt, Inc, 94411 Overseas Highway  Tavernier FL 33070	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ICW Group <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 27847

**COVERAGES****CERTIFICATE NUMBER:** CL2151025917**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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WFL 5055467 01	05/08/2021	05/08/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**Islamorada, Village of Islands  
86800 Overseas Highway

Islamorada

FL 33036

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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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

**WOODS, MICHAEL**

AFFORDABLE ASPHALT INC.  
94411 OVERSEAS HIGHWAY  
TAVERNIER FL 33070

**LICENSE NUMBER: CGC1531764**

**EXPIRATION DATE: AUGUST 31, 2022**

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



Do not alter this document in any form.

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





Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**WOODS, MICHAEL**

AFFORDABLE ASPHALT INC.  
94411 OVERSEAS HIGHWAY  
TAVERNIER FL 33070

**LICENSE NUMBER: CBC1262034**

**EXPIRATION DATE: AUGUST 31, 2022**

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



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

**2021 / 2022**  
**MONROE COUNTY BUSINESS TAX RECEIPT**  
**EXPIRES SEPTEMBER 30, 2022**

Business Name: AFFORDABLE ASPHALT INC

RECEIPT# 30140-122854

Owner Name: MICHAEL WOODS

Business Location: 94411 OVERSEAS HWY  
TAVERNIER, FL 33070

Mailing Address:  
94411 OVERSEAS HWY  
TAVERNIER, FL 33070

Business Phone: 305-853-1189  
Business Type: CONTRACTOR (BUILDING)

Employees 8

STATE LICENSE: CBC1262034

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

**Paid 000-20-00030790 07/01/2021 25.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Sam C. Steele, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY  
PLANNING, ZONING AND  
LICENSING  
REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129

**EXPIRES SEPTEMBER 30, 2022**

Business Name: AFFORDABLE ASPHALT INC

RECEIPT# 30140-122854

Owner Name: MICHAEL WOODS

Business Location: 94411 OVERSEAS HWY  
TAVERNIER, FL 33070

Mailing Address:  
94411 OVERSEAS HWY  
TAVERNIER, FL 33070

Business Phone: 305-853-1189  
Business Type: CONTRACTOR (BUILDING)

Employees 8

STATE LICENSE: CBC1262034

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

**Paid 000-20-00030790 07/01/2021 25.00**

Affidavit  
For Certification as a Local Business

State of Florida  
County of Monroe

BEFORE ME, the undersigned authority, personally appeared MICHAEL WOODS  
(Affiant's Name), as PRESIDENT (Title) of AFFORDABLE ASPHALT  
(Name of Company), a CORPORATION (Type of Entity), who after  
having been sworn, deposes and states:

1. My name is MICHAEL WOODS.
2. I am the PRESIDENT (Title) of AFFORDABLE ASPHALT  
(Name of Firm), and I have personal knowledge of the facts stated herein.
3. AFFORDABLE ASPHALT (Name of Company) seeks certification as a  
local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP  
19-08; and
4. AFFORDABLE ASPHALT (Name of Company) has a current Monroe  
County occupational license or business tax receipt, with a principal office located at 94411 OVERSEAS HIGHWAY, TAVERNIER, FL 33070  
(Physical Address), which is between MM 72.658 and the Miami-Dade County  
boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior  
to the June 14, 2021 date of solicitation of RFQ 21-08 and operates or performs  
business on a day-to-day basis that is a substantial component of the goods or services  
being offered to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase  
contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary  
line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658  
to the Miami-Dade County boundary line) at the time of submittal.

[Signature]  
Affiant

Sworn to and subscribed before me, this 10<sup>th</sup> day of MARCH, 2022.

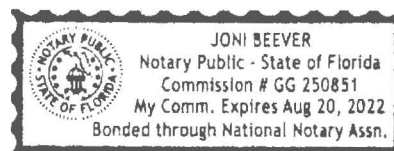
☒ Personally known

☐ Produced identification

☐ Type of identification produced

(seal)

[Signature]  
Notary Public





Warranty Letter

This warranty letter hereby made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2022,  
by Affordable Asphalt, Inc., whose mailing address is 94411 Overseas Highway, Tavernier,  
FL 33070 does hereby warranty the paving and detectable warning devices located at  
Founder's Park- 87000 Overseas Highway, Islamorada, FL 33036 to be free from  
defects in materials and workmanship for a period of one (1) year from the date hereof :  
\_\_\_\_\_

The undersigned shall at no cost to the owner, repair or replace or otherwise remedy such  
defects to the full and complete satisfaction of said owner.

In witness whereof, the undersigned has executed this warranty by its duly authorized  
officers or representatives on the day and year written.

WITNESSED



Signature of Witness

Affordable Asphalt, Inc.

Name of Lienor



Signature of Officer

ERIN WOODS

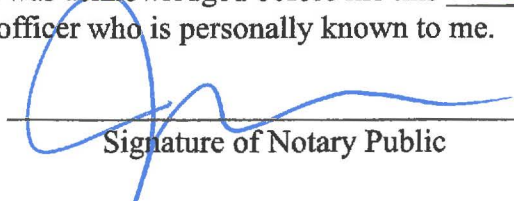
Print Name

MICHAEL WOODS

Print Name

State of Florida  
County of: Monroe

The foregoing was acknowledged before me this 10<sup>th</sup> day of March,  
2022, by said officer who is personally known to me.

  
Signature of Notary Public

SEAL

