

SIDEWALK REPAIR & REPLACEMENT (2026-2028)

RFP #OBTD-2026-2

PROJECT OVERVIEW

The Orange Blossom Trail Development Board (OBTD) is soliciting proposals from qualified contractors to provide sidewalk repair and replacement services within the OBTD Next CRA and MSTU project areas.

Work includes:

- Sidewalk removal and replacement
- ADA curb ramps
- Driveway reconstruction
- Curb and gutter replacement
- Root remediation
- Asphalt tie-ins
- Detectable warning surfaces
- Minor concrete repairs
- Traffic control
- Site restoration

The purpose of this program is to improve pedestrian safety, accessibility, and connectivity throughout the OBTD corridor. All work shall comply with:

- FDOT Standard Specifications
- FDOT Design Manual (FDM)
- ADA Standards for Accessible Design
- Applicable City, County, State, and Federal requirements

Project Area Definitions

For purposes of this solicitation:

- **OBTD** means the Orange Blossom Trail Development Board.
- **OBTD Next** refers to the Orange Blossom Trail corridor improvement program administered by OBTD.
- **OBTD Next CRA** refers to the Community Redevelopment Agency area within the OBTD Next project area.
- **MSTU** refers to the Municipal Service Taxing Unit service area administered by OBTD.
- **Project Areas** collectively refer to the OBTD Next CRA and MSTU service areas where work may be assigned under this contract.

ADDITIONAL PROCUREMENT AND CONTRACT REQUIREMENTS

- **Cone of Silence**
Upon issuance of this RFP, proposers shall not communicate regarding this solicitation with OBTD Board members except through the designated Project Manager. This restriction does not prohibit communications specifically authorized by the RFP. Violation may result in rejection of the proposal.
- **Public Records Compliance**
Contractor shall comply with Chapter 119, Florida Statutes. All records made or received in connection with this contract shall be maintained and provided to OBTD upon request.
- **E-Verify and Immigration Compliance**
Contractor and all subcontractors shall comply with Section 448.095, Florida Statutes, and shall utilize the E-Verify system during the performance of this contract.
- **Trench Safety**
Where applicable, Contractor shall comply with the Florida Trench Safety Act, Chapter 553, Florida Statutes, and shall include all trench safety costs in its proposal.
- **Americans with Disabilities Act**
Contractor shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) and ADA Standards for Accessible Design.
- **Conflict of Interest Certification**
By submitting a proposal, Contractor certifies that no conflict of interest exists which would prohibit or impair performance of the work.

SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, supervision, and services necessary to complete sidewalk and related concrete improvements on an as-needed basis within the OBTD Project Areas.

Related work may include:

- Curbs and gutters
- Driveways
- Curb ramps
- Detectable warning surfaces
- Asphalt tie-ins
- Grading adjustments
- Miscellaneous concrete repairs

The Contractor shall maintain pedestrian and traffic access in accordance with approved traffic control standards and plans.

Each work assignment must be completed within seven (7) calendar days unless otherwise approved in writing by the Client. The Contractor shall begin work within seven (7) calendar days after receiving a Notice to Proceed or task authorization.

- **Changes in Work**
The Client reserves the right to add, remove, or modify work locations and quantities as needed. Payment shall be based on the contract unit prices submitted in the Proposal Schedule. Unit prices shall remain fixed for the duration of the contract regardless of quantity changes within the project scope.

Schedule

<u>TARGET</u>	<u>DATE</u>
RFP Issued:	June 8, 2026
Questions Due:	June 24, 2026
Proposal Due:	July 6, 2026 - 12:00 pm Eastern
Notice of Award:	July 17, 2026
Contract Execution:	July 18, 2026
Notice to Proceed:	July 18, 2026

Submission Instructions

Proposals shall be submitted as follows:

- Two (2) hard copies
- Include all required forms and documentation
- Sealed envelope required
- RFP number on outside of envelope
- Mailed proposals accepted
- Late proposals will not be accepted
- Proposal package shall be clearly marked:
RFP #OBTDB-2026-2 – Sidewalk Repair & Replacement (2026-2028)
- Proposals shall remain valid for ninety (90) calendar days following the proposal due date.

Submit to:

Roger Dixon
Economic Development / OBTDDB Project Manager
Orange Blossom Trail Development Board
2800 South Orange Blossom Trail, Suite A
Orlando, Florida 32805
Office: (407) 855-1705
Cell: (407) 701-0774
Email: roger.dixon@obtdb.com

Pre-Bid Questions

All questions must be submitted **in writing via email** no later than **June 24, 2026**, to: **Roger Dixon - roger.dixon@obtdb.com**

OBTDDB PROJECT AREAS CONSIST OF TWO SERVICE AREAS (MSTU & CRA)
U.S. 17-441 South / U.S. 92 West - Orange Blossom Trail



MSTU AREA - From Interstate 4 to Landstreet Road along the south side of Orange Blossom Trail.

OBTCRA AREA - From South Colonial Drive to Interstate 4 along Orange Blossom Trail.

SIDEWALK REPAIR & REPLACEMENT (2026-2028)

RFP #OBTDDB-2026-2

RFP Documents and Specifications are available for download from the OBT Next website (www.obtnext.com) and DemandStar (www.demandstar.com) questions regarding the RFP requirements or process can be directed in writing to Roger S. Dixon, at roger.dixon@obtdb.com.

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CONTRACT REQUIREMENTS

- **Contract Term**
Initial term shall be two (2) years with two (2) one-year renewal options at OBTDB's sole discretion.
- **Mobilization**
Contractor shall commence work within seven (7) calendar days of Work Order issuance.
- **Completion**
Each Work Order shall be completed within seven (7) calendar days unless otherwise authorized.

TECHNICAL REFERENCES

All work shall comply with the latest editions of:

- a) Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.
- b) Florida Department of Transportation (FDOT) Standard Plans.
- c) FDOT Design Manual (FDM).
- d) ADA Standards for Accessible Design.
- e) Manual on Uniform Traffic Control Devices (MUTCD).
- f) Applicable Federal, State, County, and Local regulations.

These standards shall govern construction methods, materials, maintenance of traffic, pedestrian accommodations, and accessibility requirements.

PART 1 – SCOPE OF WORK

1-1 Scope of Work

Contractor Responsibilities

- Field verification
- Saw cutting
- Removal and disposal
- Excavation
- Root pruning
- Root barriers
- Grading
- Concrete installation
- ADA upgrades
- Asphalt restoration
- Traffic control
- Cleanup

Work Assignments

OBTD will issue Work Orders identifying:

- Location
- Quantities
- Scope
- Completion deadline

No minimum quantity is guaranteed.

1-2 Location and Description of Work

Work includes removal and replacement of damaged concrete sidewalks, curbs, gutters, curb ramps, driveways, concrete pavement sections, and curb inlets. Additional work may include:

- Traffic control
- Saw cutting
- Excavation and backfill
- Compaction
- Root barrier installation
- Asphalt patching
- Clearing and grubbing

Work locations will be assigned throughout the OBTDDB Project Areas. All work will be paid based on the contract unit prices in the Proposal Schedule.

1-3 Contract Duration

The initial contract term shall be two (2) years beginning upon execution of the Construction Services Agreement and issuance of the Notice to Proceed.

At the sole discretion of OBTDDB, the contract may be renewed for up to two (2) additional one-year renewal periods under the same terms and conditions. Renewal shall be subject to satisfactory Contractor performance, mutual written agreement of the parties, and approval by the OBTDDB Board.

OBTDDB does not guarantee any minimum amount of work during the contract term or any renewal period.

1-4 Conditions

The Contractor shall:

- Comply with all applicable codes, regulations, and project requirements
- Obtain all required permits and licenses
- Maintain local business tax receipts required to perform the Work.
- Maintain required insurance coverage

1-5 General Requirements

The Contractor shall:

- Designate a primary project contact.
- Maintain jobsite safety, security, and cleanliness.
- Properly barricade all work areas.
- Remove debris promptly.
- Avoid leaving open excavations, unsafe conditions, or incomplete pedestrian pathways over weekends unless approved by OBTDDB.

Work hours shall be coordinated with OBTDB and applicable jurisdictional requirements. OBTDB reserves the right to restrict work hours, lane closures, or construction activities as necessary to minimize impacts to traffic, businesses, residents, and public safety.

Any deviation from approved work hours shall require prior written approval from OBTDB.

1-6 Award

OBTDB reserves the right to award the contract to the most qualified Contractor or multiple Contractors.

Selection will consider:

- Proposal pricing
- Qualifications
- References
- Overall capability

Estimated quantities are for proposal purposes only and may increase, decrease, or be deleted without affecting the contract. OBTDB reserves the right to reject any or all proposals. **OBTDB reserves the right to award all work to a single contractor or to multiple contractors based on the best interests of OBTDB.**

1-7 Changes in Work

OBTDB may revise plans, specifications, quantities, or work locations as needed.

Unit prices shall remain fixed regardless of increases or decreases in quantities.

1-8 Order of Work - Mobilization

Contractor shall commence work within seven (7) calendar days of issuance of a Notice to Proceed.

- Completion - Each Work Order shall be completed within seven (7) calendar days unless otherwise authorized in writing by OBTDB.

1-9 Compensation

Payment will be based on the Proposal Schedule unit prices.

Invoices shall:

- Be submitted monthly
- Include itemized quantities and work locations

At the end of the first contract year, unit prices may be adjusted based on the Orlando Consumer Price Index (CPI), CPI-U, South Urban Region, not to exceed 5% annually, and subject to OBTDB approval.

1-10 Process

OBTDB and the Contractor will jointly review each project area before work begins and agree on the limits of construction.

1-11 Notifications

OBTDB will notify affected property occupants at least seven (7) calendar days before work begins using handbills or door hangers.

1-12 Review of Documents and Site Conditions

The Contractor shall verify field conditions and report any discrepancies or unforeseen conditions to OBTDB before starting work.

1-13 Inspection of Work

The Contractor shall:

- Provide 48-hour notice before starting work
- Provide 24-hour notice for required inspections

All work and materials are subject to OBTDB inspection and approval.
Rejected or unauthorized work shall be corrected at the Contractor's expense.

1-14 Removal of Utility Markings

The Contractor shall remove all utility markings after construction at no additional cost.

1-15 Permits

The Contractor shall obtain all required permits before beginning work.

* END OF PART 1 *

PART 2 – INSTRUCTIONS TO CONTRACTORS

ARTICLE 1 – Proposal Procedures

1.01 Pre-Proposal Review

Contractors shall review all proposal documents and become familiar with the project scope, site conditions, and work requirements before submitting a proposal.

1.02 Questions and Clarifications

All questions regarding the RFP must be submitted in writing by the deadline stated in the RFP. Only written responses issued through formal Addenda shall be considered official. Oral statements or informal interpretations are not binding.

1.03 Addenda

Addenda may be issued to clarify or revise the Proposal Documents. Contractors shall acknowledge all Addenda in the Proposal Schedule.

ARTICLE 2 – Receipt of Proposals

2.01 Proposal Due Date

Proposals must be submitted by the date and time identified in the RFP.

2.02 Required Proposal Contents

Contractors shall submit all required forms and documents, including:

- Proposal Schedule
- Non-Collusion Affidavit
- Registration and Insurance Verification
- Qualifications and References
- Non-Debarment Affidavit
- Drug-Free Workplace Certification
- Certification of Prohibited Companies

Incomplete submissions may be considered non-responsive.

2.03 Submittal Instructions

Proposal Package

- Proposal Form
- Unit Price Schedule

- Insurance Certificate
- References
- Required Certifications

ARTICLE 3 – Proposal Evaluation

3.01 Selection Criteria

Relevant Experience	30
References & Past Performance	20
Project Approach & Quality Control	10
Staff, Equipment & Capacity	15
Pricing	25
<hr/>	
Total	100

Lowest price alone will not determine award.

Contractor Project Approach

Contractor shall provide:

- Organization chart
- Project manager
- Superintendent
- Crew size
- Available equipment
- Traffic control approach
- ADA compliance experience
- Schedule for responding to Work Orders

3.02 Evaluation Process

Proposals must:

- Be complete and clearly written
- Include all required forms and signatures
- Include pricing for all proposal items

OBTDB may conduct reference checks and review financial capability and past performance.

3.03 Reservation of Rights

OBTDB reserves the right to:

- Reject any or all proposals
- Waive informalities or minor irregularities
- Reissue the RFP
- Award to multiple contractors if deemed beneficial

- OBTDDB reserves the right to negotiate scope, pricing, and contract terms with the highest-ranked proposer(s).

ARTICLE 4 – Proposal Protest Procedures

4.01 Protest Requirements

Any protest must:

- Be submitted in writing within the required timeframe
- Clearly state the basis for the protest
- Reference the applicable RFP section
- Include contact information for the protesting party

Copies must also be provided to affected parties.

4.02 Exclusive Remedy

Failure to follow the protest procedures and deadlines constitutes a waiver of protest rights.

4.03 Protest must be filed within seventy-two (72) hours after posting of the intended award recommendation.

ARTICLE 5 – Award and Contract Execution

5.01 Notice of Award

If awarded, the Contractor must submit all required contract documents within seven (7) days of the Notice of Award.

5.02 Required Contract Documents

Required documents may include:

- Executed Agreement
- Insurance certificates
- Additional documents requested by OBTDDB
- IRS Form W-9

5.03 Failure to Execute

Failure to submit required documents may result in rescission of the award and selection of another Contractor.

ARTICLE 6 – General Conditions

6.01 Commencement of Work

OBTDDB reserves the right to modify project start dates and coordinate related work activities.

6.02 Withdrawal of Proposals

Proposals may be withdrawn before the submission deadline by written request.

6.03 Ineligible Contractors

Contractors or subcontractors prohibited from public work projects under Florida law are not eligible.

6.04 Public Records Compliance

Contractors shall comply with Section 119.0701, Florida Statutes, and all applicable public records requirements, and provide requested project records to OBTD as required by Chapter 119, Florida Statutes. Failure to comply may constitute breach of contract.

6.05 Substitutions

Proposals shall be based on specified products and systems unless approved substitutions are authorized by the Contract Documents.

* END OF PART 2 *

PART 3 PROPOSAL SCHEDULE

PROPOSAL ITEMS – All proposal items, including Total Amount and Unit Prices, must be filled in completely. Proposal items are described in the Contract Documents. Quote in figures only, unless words are specifically requested. Contractor proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money in the following Schedule of Proposal. **Quantities are estimated solely for proposal evaluation purposes and do not represent actual anticipated construction quantities.**

Prices:

Contractor Name: _____

Item	Description	Unit	Estimated Quantity	Unit Price	Total
1	Sidewalk Removal & Replacement	SF	20,000	\$ _____	\$ _____
2	Curb & Gutter Removal & Replacement	LF	5,000	\$ _____	\$ _____
3	Root Barrier Installation	LF	100	\$ _____	\$ _____
4	Storm Drain Curb Inlet Lid Repair	EA	30	\$ _____	\$ _____
5	Residential Driveway Apron Replacement	SF	4,000	\$ _____	\$ _____
6	Commercial Driveway Apron Replacement	SF	100	\$ _____	\$ _____
7	ADA Curb Ramp Type A (FDOT Standard)	EA	1 Each	\$ _____	\$ _____
8	ADA Curb Ramp Type B (FDOT Standard)	EA	1 Each	\$ _____	\$ _____
9	ADA Curb Ramp Type C (FDOT Standard)	EA	1 Each	\$ _____	\$ _____
10	ADA Curb Ramp Type D (FDOT Standard)	EA	1 Each	\$ _____	\$ _____
11	ADA Curb Ramp Type E (FDOT Standard)	EA	1 Each	\$ _____	\$ _____
12	ADA Curb Ramp Type F (FDOT Standard)	EA	1 Each	\$ _____	\$ _____
13	Asphalt Tie-In & Restoration	SY	500	\$ _____	\$ _____
14	Miscellaneous Concrete Repair	SF	500	\$ _____	\$ _____

NOT-TO-EXCEED TOTAL PROPOSAL AMOUNT (Based on Estimated Quantities): \$ _____

Amount in Words: _____

Re: Sidewalk Repair & Replacement Project (2026-2028)

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the **OBTDB of Orlando, Florida** in the form included in the Contract Documents, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.

Contractor accepts all of the terms and conditions of the Contract Documents (Instructions to Contractors).

2. In submitting this Proposal, Contractor represents that Contractor has examined all of the Contract Documents, performed all necessary Pre-Proposal investigations.

3. Based on the foregoing, Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the above Proposal Schedule.

- A. THE UNDERSIGNED ACKNOWLEDGES THAT PROPOSAL PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR IN THE SELECTION OF THE CONTRACTOR FOR THIS WORK. THE OBTD WILL CONSIDER THE PROPOSAL COSTS FOR ALL PROPOSAL ITEMS IDENTIFIED HEREIN TOGETHER WITH THE CONTRACTOR QUALIFICATIONS AND REFERENCES TO FORM THE BASIS FOR ITS DECISION.
- B. The undersigned Contractor understands that Owner reserves the right to reject this Proposal.
- C. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Contractor within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Contractor will execute and deliver the documents required by Instructions to Contractors within the times specified therein.
- D. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.
- E. The undersigned Contractor agrees to commence Work on the date established in, and to complete all Work within the time specified in the Construction Agreement.
- F. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE PROPOSAL SCHEDULE.
- G. Full compensation for all work required including saw cutting, asphalt concrete removal, excavation, backfilling using native or imported soil, grading and tree root cutting and removal, and site restoration, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the prices for "Square Foot of Sidewalk," or "Lineal Foot of Curb and Gutter," or "Square Foot of Driveway or Curb Ramp," "Lineal Foot of Root Barrier" or "Square Foot of Asphalt Concrete Patching" and no additional compensation will be allowed.
- H. Proposal price shall include the repair and replacements of any minor irrigation systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.
- I. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, and removal of utility markings, insurance and other services included herein. names of all persons interested in the foregoing Proposal as principals are:

Addendum No.	Date	Acknowledged

* END OF PART 3 *

PART 4

INSURANCE VERIFICATION FORM

(To be Completed by Contractor and Submitted with Cost Proposal)

INDEPENDENT CONTRACTOR REGISTRATION

License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Email Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: Sole Proprietor Partnership
 Non-Profit 501(c)(3) Corporation
 other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

CONTRACTOR CERTIFIES, UNDER PENALTY OF PERJURY, THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

PART 5
CONTRACTOR'S QUALIFICATIONS AND REFERENCES

(To be Completed by Contractor and Submitted with Cost Proposal)

Name of Contractor: _____

1. The Contractor has been engaged in the contracting business, under the present business name for _____ years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of _____ years.
3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.)

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a) _____	_____	_____	_____
(b) _____	_____	_____	_____
(c) _____	_____	_____	_____

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

NAME/TITLE	ADDRESS	TELEPHONE
(a) _____	_____	_____
(b) _____	_____	_____
(c) _____	_____	_____

6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor: _____

Print Name and Title

* END OF PART 5 *

PART 6
NON-DEBARMENT AFFIDAVIT

Page 1 of 2

_____ Being first duly sworn, deposes and says that:

He/She is _____ of _____ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; 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; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions(Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

____ Check here if an explanation is attached to this affidavit.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _ day of _____, 2026, by _____, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced _____ as identification.

NOTARY'S
SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger, typed, printed, or Stamped

* END OF PART 6 *

PART 7 DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company: _____ Vendor Signature: _____

Must be executed and returned with attached proposal to be considered.

**PART 8
CERTIFICATION PURSUANT
TO FLORIDA STATUTE § 287.135**

I, _____, on behalf of _____,
Print Name and Title **Company Name**

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The OBTDB shall provide notice, in writing, to the Contractor of the OBTDB's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the OBTDB's determination of false certification was made in error then the OBTDB shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the OBTDB from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification

may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the OBTD for goods or services may be terminated at the option of the OBTD if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

PRINT NAME

SIGNATURE

TITLE

* END OF PART 8 *

PART 9
CONFLICT OF INTEREST CERTIFICATION
SIDEWALK REPAIR & REPLACEMENT (2026–2028)

I, _____, being duly authorized to execute this certification on behalf of:

Company Name: _____

certify that:

1. Neither the Contractor, nor any officer, director, owner, partner, employee, agent, or subcontractor has any actual or apparent conflict of interest that would impair the Contractor's ability to perform the services described in this solicitation.
2. The Contractor has no financial, business, personal, or other interest that would create a conflict with the interests of the Orange Blossom Trail Development Board (OBTDB).
3. The Contractor has not provided any gifts, compensation, favors, gratuities, or other inducements to any OBTDB Board member, employee, consultant, or representative related to this solicitation.
4. The Contractor shall immediately disclose in writing any actual or potential conflict of interest that may arise during the solicitation process or contract term.
5. The Contractor understands that failure to disclose a conflict of interest may result in disqualification, termination of contract, or other remedies available to OBTDB.

I certify under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Contractor:

Authorized Signature

Printed Name

Title

Date

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2026, by
_____.

Personally Known

Produced Identification

Type of Identification: _____

Notary Public

My Commission Expires: _____

* END OF PART 9 *

PART 10
PUBLIC ENTITY CRIMES CERTIFICATION
(Florida Statute § 287.133)

SIDEWALK REPAIR & REPLACEMENT (2026–2028)

I, _____, being duly authorized to execute this certification on behalf of:

Company Name: _____

hereby certify that:

1. The Contractor is not presently on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes.
2. Neither the Contractor nor any affiliate has been convicted of a public entity crime within the thirty-six (36) months immediately preceding the date of this certification.
3. The Contractor is eligible to submit a proposal for and enter into a contract with the Orange Blossom Trail Development Board (OBTD).
4. The Contractor shall immediately notify OBTD if any change in status occurs that would affect the accuracy of this certification.

I understand that submission of a false certification may result in rejection of the proposal, termination of any resulting contract, and other remedies available under Florida law.

I certify under penalty of perjury that the foregoing is true and correct.

Contractor:

Authorized Signature:

Printed Name:

Title:

Date: _____

* END OF PART 10 *

APPENDIX

APPENDIX A

SCOPE OF WORK

Work Description

Work may include:

- Removal and replacement of damaged sidewalks, curbs, gutters, curb ramps, driveways, and concrete structures.
- Minor concrete repairs.
- Curb inlet replacement.
- Asphalt tie-ins and patching.
- Excavation, backfill, compaction, root barriers, clearing and grubbing.
- Maintenance of traffic and site restoration.

Work Locations - Work may occur throughout the OBTD Next service area.

Work Authorization - No work may begin without written authorization from OBTD. Contractor shall maintain sufficient labor, equipment, and supervision to complete assigned Work Orders within required timeframes.

Work Orders - Work Orders will be issued as needed and will identify location, quantities, scope, and compensation based on contract unit prices. OBTD will make reasonable efforts to group work efficiently but does not guarantee minimum quantities. All work shall be measured and paid according to the unit prices in the Proposal Schedule.

Contract Term - The initial contract term shall be two (2) years with two (2) one-year renewal options subject to OBTD approval.

Changes in Work - OBTD may add, remove, or modify work as necessary. Changes in quantities or locations shall not constitute a change in unit pricing unless approved in writing.

Utility Markings - Contractor shall remove all utility locate markings after completion of work. Costs shall be included in bid prices.

APPENDIX B GENERAL CONDITIONS

Performance Standards

Contractor shall:

- Perform all work in a professional and workmanlike manner.
- Comply with all applicable laws, codes, permits, and industry standards.
- Maintain a clean and safe work site.
- Remove debris daily.
- Prevent damage to adjacent property.

Contractor may not assign or subcontract work without prior written approval from OBTD.

Records and Audits - Contractor shall maintain project records for a minimum of five (5) years and make them available upon request by OBTD or authorized governmental agencies.

Independent Contractor - Contractor is an independent contractor and is solely responsible for employees, taxes, payroll, insurance, means, methods, and sequencing of work.

Indemnification - To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless OBTD and its representatives from claims, damages, losses, and expenses arising from Contractor's work, negligence, or breach of contract.

Warranty - Contractor warrants all labor, materials, and equipment for one (1) year after completion.

Defective work shall be corrected at no cost to OBTD.

Compliance with Laws - Contractor shall comply with all federal, state, and local laws, including nondiscrimination, labor, and accessibility requirements.

Suspension or Termination - OBTD may suspend, delay, accelerate, or terminate work for convenience or cause. Contractor shall continue performance during any dispute unless directed otherwise.

Safety - Contractor is solely responsible for site safety, security, traffic control, and protection of persons and property. A qualified safety representative shall be designated for the project.

OBTD may terminate the agreement for convenience upon written notice. Contractor shall be compensated for satisfactorily completed work through the termination date.

APPENDIX C

INSURANCE REQUIREMENTS

Contractor shall maintain:

1. Commercial General Liability Insurance:
 - \$1,000,000 per occurrence
 - \$1,000,000 aggregate
2. Automobile Liability Insurance:
 - \$1,000,000 per occurrence
3. Workers' Compensation and Employer's Liability:
 - \$1,000,000 limits
 - Waiver of subrogation in favor of OBTDDB

Successful Contractor shall provide certificates of insurance and required endorsements prior to contract execution.

OBTDDB, its officers, directors, employees, and agents shall be named as additional insureds where applicable.

Insurance shall be primary and non-contributory and remain in effect throughout the project and for five (5) years following completion where required.

Subcontractors shall maintain equivalent insurance coverage.

Additional Insured - OBTDDB, its officers, directors, employees, agents, and representatives shall be included as Additional Insureds on applicable liability policies.

Waiver of Subrogation - Contractor shall provide a Waiver of Subrogation in favor of OBTDDB on all applicable insurance policies.

Primary and Non-Contributory - Contractor's insurance shall be primary and non-contributory with respect to any insurance maintained by OBTDDB.

Cancellation Notice - Contractor shall provide notice in accordance with the provisions of the insurance policy.

APPENDIX D SUPPLEMENTAL CONDITIONS

Definitions

- **Owner / OBTDDB:** Orange Blossom Trail Development Board
- **Contractor:** Successful proposer awarded the contract
- **Project Manager:** OBTDDB representative administering the contract
- **Days:** Calendar days unless otherwise stated

Subcontractors - Contractor remains fully responsible for all subcontractor performance, safety, and compliance.

Changes - OBTDDB may increase, decrease, add, or delete work. Changes in quantities shall be paid using contract unit prices unless otherwise approved.

Reporting and Payment - Contractor shall submit monthly work summaries and detailed invoices. Payments will be based on approved Work Orders and verified quantities.

Delays - Extensions may be granted only for causes beyond Contractor's control, including severe weather, strikes, or acts of God, provided written notice is submitted within seven (7) days. No additional compensation shall be paid for such delays.

Permits - Contractor shall obtain and pay for all permits, licenses, certifications, and approvals required to perform the work.

Protection of Persons and Property - Contractor shall provide all necessary safety measures, traffic control, barriers, and protective devices and shall repair any damage resulting from its operations.

Emergency Work - Contractor shall take immediate action to address emergencies threatening public safety or property and shall promptly notify OBTDDB.

Differing Site Conditions - Contractor shall promptly notify OBTDDB of concealed conditions, hazardous materials, or unforeseen site conditions before disturbing them.

Equal Employment Opportunity - Contractor shall provide equal employment opportunity and comply with all applicable nondiscrimination laws.

Owner's Right to Correct Deficiencies - If Contractor fails to correct deficiencies after written notice, OBTDDB may perform the corrective work and deduct associated costs from amounts due to Contractor.

APPENDIX E GENERAL AND TECHNICAL REQUIREMENTS

SUMMARY OF WORK

GENERAL

a) Project Description

The Orange Blossom Trail Development Board (OBTDDB) seeks qualified contractors to provide turnkey sidewalk repair and replacement services throughout the OBT Next CRA boundary. Work Locations - Work may occur throughout the OBTDDB Project Areas, including the OBT Next CRA and MSTU service areas.

Work includes, but is not limited to:

- Field verification and condition assessment
- Removal and disposal of damaged sidewalk and concrete features
- Root remediation and grading
- Forming, placement, and finishing of concrete
- ADA-compliant upgrades
- Maintenance of traffic and pedestrian access
- Site restoration and cleanup

The purpose of this program is to improve pedestrian safety, accessibility, ADA compliance, and overall streetscape conditions throughout the OBT corridor.

All work shall comply with:

- OBTDDB Bid Specifications and RFP requirements
- FDOT Sidewalk Repair and Replacement Program Specifications
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Design Manual (FDM)
- ADA Standards for Accessible Design
- Applicable federal, state, and local regulations

b) Scope of Work

Work may include:

- Sidewalk replacement and repair
- Curb, gutter, curb ramp, and driveway replacement
- Curb inlet and minor concrete repairs
- Asphalt tie-ins and restoration
- Saw cutting, excavation, grading, backfill, compaction, and root barriers

- Traffic control and pedestrian accommodations
- Site restoration and cleanup

Work will be issued through individual Work Orders at various locations within the OBTD service area. OBTD reserves the right to add, modify, or delete work. No minimum quantities are guaranteed. Payment shall be based on actual quantities completed using contract unit prices.

MEASUREMENT AND PAYMENT

a) Payment Basis

Payment shall be made on a lump-sum, unit-price, or combination basis as identified in the Proposal Schedule.

b) Quantity Measurement

Unit-price work shall be measured by OBTD using standard industry measurement methods. Quantities used for payment shall be based on actual field measurements.

c) Stored Materials

No payment will be made for stored materials.

d) Sidewalk Replacement

Sidewalk replacement shall be measured by the square foot of completed and accepted concrete installation. The unit price shall include all labor, materials, equipment, mobilization, demolition, disposal, excavation, grading, root pruning, backfill, compaction, traffic control, restoration, cleanup, and all incidental work required for complete installation.

e) Progress Payments

Contractor shall submit monthly payment requests based on work completed through the established cutoff date. Payment for unit-price items shall be based on verified field quantities. OBTD reserves the right to adjust quantities prior to payment.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

a) General Requirements

Contractor shall provide and maintain all temporary facilities, utilities, services, equipment, and controls required to perform the work, including:

- Water
- Power
- Fuel
- Communications
- Sanitary facilities

All temporary facilities shall comply with applicable safety, fire, and regulatory requirements. Upon completion, all areas shall be restored to their original condition unless otherwise directed.

b) Dust, Litter, and Site Maintenance

Contractor shall:

- Control dust and airborne debris.
 - Prevent material spillage onto public roadways.
 - Maintain a clean and orderly work site.
 - Remove waste and debris regularly.
- c) **Drainage and Erosion Control** -Contractor shall prevent erosion, sediment transport, and discharge of debris into stormwater systems throughout construction.
- d) **Site Security** - Contractor is responsible for site security and shall provide all necessary barricades, fencing, signage, and warning devices.
- e) **Existing Utilities** - Contractor shall coordinate utility locates before excavation and is responsible for protecting and repairing utilities damaged by its operations.
- f) **Laydown Areas** -Contractor shall secure and maintain all required staging and storage areas at its own expense, subject to OBTD approval.
- g) **Traffic Control** - Contractor shall provide and maintain all traffic and pedestrian control measures necessary to safely perform the work.

Requirements include:

- Traffic Control Plans approved by OBTD when required.
- Compliance with FDOT, Orange County, and City of Orlando standards.
- Safe pedestrian detours around active work zones.
- Maintenance of local access to residences and businesses.
- Proper use of signs, barricades, cones, warning lights, and arrow boards.

At least seven (7) calendar days before work affecting traffic, Contractor shall submit a traffic control plan and schedule for approval.

- h) **Weekend Requirements** - Concrete work initiated during a work week shall be substantially completed and safe for public use before the weekend. Where curb ramp warning surfaces cannot be installed immediately, Contractor shall provide temporary ADA-compliant pedestrian access.
- i) **Public Access** - Contractor shall:
- Maintain access to residences and businesses whenever practical.
 - Provide 24-hour advance notice when driveway access will be interrupted.
 - Minimize disruptions to vehicular and pedestrian traffic.
- j) **Saw Cutting and Demolition** - Concrete and asphalt designated for removal shall be neatly saw cut prior to demolition. Removal operations shall prevent damage to adjacent improvements and include removal of roots, vegetation, debris, and unsuitable materials. All demolition, disposal, hauling, and cleanup costs shall be included in applicable bid items.

- k) Disposal** - Excavated and demolished materials shall be removed daily and disposed of at approved off-site facilities in accordance with all applicable regulations. No overnight stockpiling of demolished material will be permitted.
- l) Concrete Sidewalk** - Concrete sidewalk construction shall comply with current FDOT Standard Specifications for Road and Bridge Construction, FDOT Standard Plans, and FDOT Design Manual (FDM).

Requirements include:

- Minimum 4-inch thickness
- Broom finish matching adjacent improvements
- Expansion joints at intervals not exceeding 20 feet
- Score joints at 10-foot intervals
- Doweling into existing concrete where applicable
- Proper backfill and grading adjacent to new work

Contractor shall always maintain safe pedestrian and vehicular access.

- m) Concrete Curb and Gutter** - Concrete curb and gutter shall comply with FDOT standards and OBTD details.

Requirements include:

- Minimum 6-inch thickness
- Broom finish
- Expansion joints at 20-foot intervals
- Score joints at 10-foot intervals
- Doweling into adjacent concrete where required

- n) Curb Ramps** - All curb ramps and detectable warning surfaces shall comply with current FDOT Standards and ADA requirements.

- o) Asphalt Restoration** - Asphalt restoration shall match existing pavement thickness and include:

- Saw cutting and removal
- Base preparation and compaction
- Tack coat application
- Placement of asphalt in lifts
- Final surface matching adjacent pavement

All asphalt tie-ins associated with curb, gutter, driveway, and curb ramp work shall be included in the applicable unit prices.

- p) Catch Basins and Minor Concrete Repairs** - Work includes adjustment or replacement of catch basin lids, grade correction, adjacent sidewalk restoration, and associated concrete work. Payment shall include all labor, materials, equipment, and incidentals required for a complete installation.
- q) Surface Finish and Drainage**

Finished surfaces shall:

- Match adjacent grades and improvements
 - Provide positive drainage
 - Prevent ponding
 - Meet smoothness tolerances specified by OBTDB
- r) Storm Drain Protection** - Contractor shall prevent debris, sediment, and construction materials from entering storm drainage systems and shall remove any material introduced as a result of construction activities.
 - s) Dust Control** - Dust control shall be considered incidental to the work and included in the contract unit prices. No separate payment will be made.

APPENDIX F

CONTRACTOR PROJECT APPROACH, STAFFING, AND CAPACITY

(To Be Completed by Contractor and Submitted with Proposal)

The Contractor shall provide a narrative describing its approach to successfully performing the work described in this solicitation. At a minimum, the narrative shall address the following:

A. Project Approach

Describe the Contractor's overall approach to managing sidewalk repair and replacement projects, including methods for field verification, work order management, coordination with OBTDDB, ADA compliance, public access accommodations, and timely completion of assigned work.

B. Staffing and Supervision

Provide the names and qualifications of key personnel assigned to this contract, including:

- Project Manager
- Superintendent
- Foreman(s)
- Safety Representative

Include years of experience and relevant qualifications for each individual.

C. Equipment and Resources

Provide a list of equipment and resources available to perform the work, including but not limited to:

- Concrete saws
- Excavation equipment
- Dump trucks
- Compaction equipment
- Concrete finishing tools
- Traffic control devices
- ADA ramp installation equipment

Describe how equipment availability will support multiple work orders if required.

D. Scheduling and Response Time

Describe the Contractor's ability to:

- Mobilize within seven (7) calendar days of a Notice to Proceed or Work Order.

- Complete assigned work within the required seven (7) calendar day timeframe.
- Respond to emergency or priority work assignments.
- Coordinate work to minimize impacts to businesses, residents, and the traveling public.

E. Maintenance of Traffic (MOT)

Describe procedures for maintaining pedestrian and vehicular traffic during construction, including:

- Compliance with FDOT Standards and MUTCD requirements.
- Pedestrian detours and ADA accommodations.
- Traffic control setup and maintenance.
- Protection of the public and adjacent properties.
- Access management for residences and businesses.

F. Quality Control

Describe the Contractor’s quality control procedures, including:

- Inspection of completed work.
- Verification of ADA compliance.
- Concrete finishing and curing procedures.
- Correction of deficiencies.
- Documentation and communication with OBTD.

G. Capacity Statement

Provide a statement describing the Contractor’s current workload and available resources demonstrating the ability to successfully perform work under this contract throughout the contract term.

**APPENDIX G
SERVICES AGREEMENT**

page 1 of 2

SIDEWALK REPAIR & REPLACEMENT (2026–2028)

1. Contractor Information

Contractor: _____

License No.: _____

2. Scope of Work

Contractor shall perform sidewalk, curb, gutter, curb ramp, driveway, inlet, and related concrete repairs and replacements as described in **Appendix A – Scope of Work**.

3. Compensation

compensation shall be based on the approved Schedule of Rates and Charges and actual quantities authorized and completed under Work Orders.

4. Work Orders and Performance Schedule

Mobilization - Contractor shall commence work within seven (7) calendar days of issuance of a Notice to Proceed or Work Order. Completion: each Work Order shall be completed within seven (7) calendar days unless otherwise authorized in writing by OBTD

5. Contract Documents

The following documents constitute the Contract:

- Appendix A – Scope of Work
- Appendix B – General Conditions
- Appendix C – Insurance Requirements
- Appendix D – Supplemental Conditions
- Appendix E – General & Technical Requirements
- Appendix F – Contractor Project Approach, Staffing, and Capacity
- Appendix G – Service Agreement

These documents supersede any conflicting terms contained in purchase orders or other communications.

6. Invoicing

Invoices shall reference the Agreement number and be submitted to:

Roger Dixon, Project Manager

roger.dixon@obtdb.com

ACCEPTED AND AGREED

ORANGE BLOSSOM TRAIL DEVELOPMENT BOARD

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Company: _____

By: _____

Name: _____

Title: _____

Date: _____