

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this **14<sup>th</sup> Day of November, 2007**, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **Quality Enterprises, Inc.**, whose business address is **3894 Mannix Drive, Suite 216, Naples, FL 34114-5406** (hereinafter referred to as the "CONTRACTOR").

### WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional services of the CONTRACTOR concerning certain services related to the **Basin III drainage improvements** (hereinafter referred to as the "Project"), said services being more fully described in Exhibit A, "Scope of Services", which is attached hereto and incorporated herein; and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

### ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

- 1.1. The Basic Services to be performed by CONTRACTOR hereunder are **Basin III drainage improvements**.
- 1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.
- 1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- 1.4. CONTRACTOR agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONTRACTOR's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.
- 1.5. The CONTRACTOR has represented to the OWNER that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the OWNER's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR hereunder. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

1.6. CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.7. CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of OWNER who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. In the event CONTRACTOR violates the provisions of this paragraph, CONTRACTOR shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of OWNER from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last two (2) years of gross compensation from OWNER, whichever is greater.

1.8. CONTRACTOR agrees not to provide services for compensation to any other party other than OWNER on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of OWNER.

1.9. Except as otherwise provided herein, CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of CONTRACTOR'S contractual relationship with OWNER for the special gain or benefit of CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO OWNER'S RESPONSIBILITIES**

2.1. The Owner shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR hereunder;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONTRACTOR.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for CONTRACTOR to enter the Project site to perform the services to be provided by CONTRACTOR under this Agreement; and

(c) Provide notice to CONTRACTOR of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONTRACTOR hereunder.

2.3. CONTRACTOR acknowledges that access to the Project Site, to be arranged by OWNER for CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### **ARTICLE THREE TIME**

3.1. Services to be rendered by CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portion of the Project and **shall begin on or about January 1<sup>st</sup>, 2008 and completed by February 28, 2009.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONTRACTOR shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONTRACTOR's services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR's sole remedy against OWNER will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the CONTRACTOR, the services to be provided hereunder have not been completed within 18 months of the date hereof, the CONTRACTOR's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONTRACTOR after expiration of said 18 month period.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the OWNER hereunder, the OWNER at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the OWNER's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid CONTRACTOR by the OWNER for all Basic Services **shall be an amount not-to-exceed \$1,392,537.00** and shall be paid in the manner set forth in Exhibit A, "Basis of Compensation", which is attached hereto and incorporated herein.

### **ARTICLE FIVE MAINTENANCE OF RECORDS**

5.1. CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONTRACTOR for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later.

OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE SIX  
INDEMNIFICATION**

6.1. CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employer or utilized by the Contractor in the performance of the Contract.

**ARTICLE SEVEN  
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit "B" to this Agreement.

**ARTICLE EIGHT  
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by CONTRACTOR's own staff, unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the OWNER beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE  
WAIVER OF CLAIMS**

9.1. CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of CONTRACTOR's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONTRACTOR.

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

10.1. CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONTRACTOR or by any of CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The OWNER may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR seven (7) calendar day's written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and CONTRACTOR's remedies against OWNER shall be the same as and limited to those afforded CONTRACTOR under paragraph 10.3 below.

10.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar day's written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against OWNER shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONTRACTOR that are directly attributable to the termination, but CONTRACTOR shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

### **ARTICLE ELEVEN CONFLICT OF INTEREST**

11.1. CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

### **ARTICLE TWELVE MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

### **ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following OWNER's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the OWNER to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

**Quality Enterprises USA, Inc.**  
**3894 Mannix Drive, Suite 216**  
**Naples, FL 34114-5406**  
**Attn: Paul J. Moriarty, V.P.**

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN  
MISCELLANEOUS**

- 14.1. CONTRACTOR, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.
- 14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 14.3. This Agreement is not assignable, in whole or in part, by CONTRACTOR without the prior written consent of OWNER.
- 14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.
- 14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
- 14.7. CONSULTANT/CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONSULTANT/CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as Exhibit "C".

**ARTICLE FIFTEEN  
APPLICABLE LAW**

- 15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

**OWNER:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
Chet Hunt, Interim City Manager

Approved as to form  
and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**CONTRACTOR:**  
**Quality Enterprises USA, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
witness

(CORPORATE SEAL)



# INVITATION FOR BID

CITY OF NAPLES  
 PURCHASING DIVISION  
 270 RIVERSIDE CIRCLE  
 NAPLES, FL 34102

PH: 239-213-7100 FX: 239-213-7105

MAILING DATE: 9/21/07	TITLE: <b>BASIN III DRAINAGE IMPROVEMENTS</b>	NUMBER: 003-08	OPENING DATE & TIME: 2:00PM 10/24/07
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PRE-BID DATE, TIME AND LOCATION: MANDATORY  
 10/10/07, 9:00 AM, Purchasing Division, 270 Riverside Circle, Naples, FL 34102

PLEASE NOTE THE FOLLOWING:

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: Quality Enterprises USA, Inc.	
CITY-STATE-ZIP: 3894 Mannix Drive, Suite 216 Naples, Florida 34114-5406	
PH: 239-435-7200	EMAIL: pmoriarty@qe-usa.com and mcohen@qe-usa.com
FX: 239-434-7202	WEB ADDRESS:

AUTHORIZED SIGNATURE 	DATE 10/24/07	PRINTED NAME/TITLE Paul J. Moriarty, Vice President
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Please initial by all that apply (acknowledge receipt of the following addendum)			
Addendum #1	Addendum #2	Addendum #3	___ Addendum #4

transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with bid number & closing date.**
- > Bids received after the above closing date and time will **not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**



Quality Enterprises USA, Inc.

ALIGNMENT #1

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
101-1	Mobilization	LS	1	\$17,500.00	\$ 17,500.00
101-1-1	Provider/Meritages "as Built" Plans	LS	1	\$ 625.00	\$ 625.00
101-1-2	Provide Construction Survey Layout	LS	1	\$ 2,500.00	\$ 2,500.00
102-1	Maintenance of traffic	LS	1	\$ 7,500.00	\$ 7,500.00
102-3	Commercial Materials for Driveway Maintenance	CY	260	\$ 31.25	\$ 8,125.00
104-10-1	Hay or Straw, Baled	EA	6	\$ 9.38	\$ 56.28
104-13-1	Silt Fence, Staked (Type III)	LF	1000	\$ 2.50	\$ 2,500.00
110-1-1	Cleaning and Grubbing	LS	1	\$ 2,500.00	\$ 2,500.00
110-4	Removal of Existing Concrete Pavement	SY	67	\$ 25.00	\$ 1,675.00
125-9	Pavement Restoration	SY	1090	\$ 7.50	\$ 8,175.00
160-4	Type "B" Stabilization (Option 1 to 125-9)	SY	1167	\$ 3.13	\$ 3,621.41
285-704	Optional Base Group 4 (Option 2 to 125-9)	SY	1090	\$ 7.50	\$ 8,175.00
331-2-A	Type "S" Asphaltic Concrete (1.5")(Option 3/125-9)	SY	1090	\$ 10.63	\$ 11,586.70
425-1-589	Inlets, Dit Bot Type H (Mod) (<10')	EA	1	\$13,250.00	\$ 13,250.00
425-2-61	Manholes P-8 (<10')	EA	1	\$ 2,031.25	\$ 2,031.25
425-2-71	Manholes J-7 (<10')	EA	2	\$ 9,375.00	\$ 18,750.00
430-171-102	Concrete Pipe Culvert (24")	LF	475	\$ 96.25	\$ 45,718.75
520-1-10	Concrete Curb & Gutter (Type F)	LF	301	\$ 16.25	\$ 4,891.25
575-1	Sodding	SY	188	\$ 9.38	\$ 1,744.68
737-70-1	Utility Locates - Underground	EA	6	\$ 187.50	\$ 1,125.00
737-70-2	Utility Locates - Under Pavement	EA	4	\$ 312.50	\$ 1,250.00
711-1	Signing and Pavement Marking	LS	1	\$ 1,875.00	\$ 1,875.00
	Maximum Change Allowance			\$50,000.00	50,000.00
				TOTAL:	\$ 215,175.32

## Quality Enterprises USA, Inc.

## ALIGNMENTS 2 &amp; 3A

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
101-1	Mobilization	LS	1	\$ 36,250.00	\$ 36,250.00
101-1-1	Provide/Maintain "as Built" Plans	LO	1	\$ 625.00	\$ 625.00
101-1-2	Provide Construction Survey Layout	LS	1	\$ 5,000.00	\$ 5,000.00
102-1	Maintenance of Traffic	LS	1	\$ 12,500.00	\$ 12,500.00
102-3	Commercial Materials for Driveway Maintenance	CY	510	\$ 31.25	\$ 15,937.50
104-10-1	Hay or Straw, Baled	EA	10	\$ 9.38	\$ 93.80
104-13-1	Silt Fence, Staked (Type III)	LF	2000	\$ 2.50	\$ 5,000.00
110-1-1	Cleaning and Grubbing	LS	1	\$ 5,625.00	\$ 5,625.00
110-4	Removal of Existing Concrete Pavement	SY	809	\$ 12.50	\$ 10,112.50
120-6-1	Embankment	CY	280	\$ 15.00	\$ 4,200.00
125-9	Pavement Restoration	SY	2000	\$ 7.50	\$ 15,000.00
160-4	Type "B" Stabilization (Option 1 to 125-9)	SY	2000	\$ 3.13	\$ 6,260.00
255-704	Optional Base Group 4 (Option 2 to 125-9)	SY	2000	\$ 7.50	\$ 15,000.00
331-2-A	Type "S" Asphaltic Concrete (1.5") (Option 3/125-9)	SY	2000	\$ 10.63	\$ 21,260.00
400-1-2	Class I Concrete (Endwalls)	CY	11.47	\$ 918.75	\$ 10,538.06
400-1-15	Class I Concrete (Miscellaneous) (Paver Retainers)	CY	16	\$ 312.50	\$ 5,000.00
425-1-321	Inlets, Type P-2 (<10')	EA	2	\$ 2,781.25	\$ 5,562.50
425-2-71	Manholes J-7 (<10')	EA	6	\$ 4,225.00	\$ 25,350.00
430-171-101	Concrete Pipe Culvert (15')	LF	112	\$ 68.75	\$ 7,700.00
430-171-103	Concrete Pipe Culvert (48')	LF	329	\$ 187.50	\$ 61,687.50
430-171-202	Elliptical Concrete Pipe Culvert (29'X45')	LF	426	\$ 162.50	\$ 69,550.00
520-1-10	Concrete Curb & Gutter (Type F)	LF	352	\$ 16.25	\$ 5,720.00
522-1	Concrete Sidewalk (4" Thick)	SY	24	\$ 62.50	\$ 1,500.00
526-1-1	Unit Paver Pavement	SY	216	\$ 56.25	\$ 12,150.00
530-1	Riprap (Sand Cement)	SY	73	\$ 318.75	\$ 23,268.75
530-3-4	Riprap (Rubble) (Ditch Lining)	TN	5	\$ 62.50	\$ 312.50
575-1	Sodding	SY	95	\$ 9.38	\$ 891.10
737-70-1	Utility Locates - Underground	EA	6	\$ 187.50	\$ 1,125.00
737-70-2	Utility Locates - Under Pavement	EA	11	\$ 312.50	\$ 3,437.50
711-1	Signing and Pavement Marking	LS	1	\$ 5,000.00	\$ 5,000.00
	Maximum Change Allowance			\$100,000.00	\$ 100,000.00
				TOTAL:	\$ 500,106.71

## ALIGNMENT 3B

Quality Enterprises USA, Inc.

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
101-1	Mobilization	LS	1	\$ 37,500.00	\$ 37,500.00
101-1-1	Provide/Maintain "as Built" Plans	LS	1	\$ 625.00	\$ 625.00
101-1-2	Provide Construction Survey Layout	LS	1	\$ 5,000.00	\$ 5,000.00
102-1	Maintenance of traffic	LS	1	\$ 12,500.00	\$ 12,500.00
102-3	Commercial Materials for Driveway Maintenance	CY	250	\$ 31.25	\$ 7,812.50
104-10-1	Hay or Straw, Baled	EA	50	\$ 9.38	\$ 469.00
104-13-1	Silt Fence, Staked (Type III)	LF	2100	\$ 2.50	\$ 5,250.00
110-1-1	Clearing and Grubbing	LS	1	\$ 5,625.00	\$ 5,625.00
110-4	Removal of Existing Concrete Pavement	SY	148	\$ 25.00	\$ 3,700.00
125-9	Pavement Restoration	SY	1740	\$ 7.50	\$ 13,050.00
160-4	Type "B" Stabilization (Option 1 to 125-9)	SY	1740	\$ 3.13	\$ 5,446.20
285-704	Optional Base Group 4 (Option 2 to 125-9)	SY	1740	\$ 7.50	\$ 13,050.00
331-2-A	Type "S" Asphaltic Concrete (1.5") (Option 3/125-9)	SY	1740	\$ 10.63	\$ 18,496.20
400-1-15	Class I Concrete (Miscellaneous) (Paver Retainers)	CY	7	\$ 312.50	\$ 2,187.50
425-1-321	Inlets, Type P-2 (<10')	EA	2	\$ 2,687.50	\$ 5,375.00
425-1-521	Inlets, Dit Bot Type C (<10')	EA	6	\$ 1,668.75	\$ 10,012.50
425-2-41	Manholes P-7 (<10')	EA	2	\$ 4,187.50	\$ 8,375.00
425-2-71	Manholes J-7 (<10')	EA	4	\$ 4,343.75	\$ 17,375.00
430-171-101	Concrete Pipe Culvert (12')	LF	203	\$ 66.88	\$ 13,576.64
430-171-101	Concrete Pipe Culvert (15')	LF	208	\$ 68.75	\$ 14,300.00
430-171-103	Concrete Pipe Culvert (48')	LF	558	\$ 187.50	\$ 104,625.00
520-1-10	Concrete Curb & Gutter (Type F)	LF	108	\$ 22.50	\$ 2,430.00
522-1	Concrete Sidewalk (4" Thick)	SY	14	\$ 62.50	\$ 875.00
526-1-1	Unit Paver Pavement	SY	21	\$ 56.25	\$ 1,181.25
737-70-2	Utility Locates - Under Pavement	EA	8	\$ 312.50	\$ 2,500.00
711-1	Signing & Pavement Marking	LS	1	\$ 5,000.00	\$ 5,000.00
	Maximum Change Allowance			\$100,000.00	\$ 100,000.00
				<b>TOTAL:</b>	<b>\$ 416,336.79</b>

## Quality Enterprises USA, Inc.

## ALIGNMENT 4

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
101-1	Mobilization	LS	1	\$ 17,500.00	\$ 17,500.00
101-1-1	Provide/Maintain 'as Built' Plans	LS	1	\$ 625.00	\$ 625.00
101-1-2	Provide Construction Survey Layout	LS	1	\$ 3,750.00	\$ 3,750.00
102-1	Maintenance of Traffic	LS	1	\$ 7,500.00	\$ 7,500.00
102-3	Commercial Materials for Driveway Maintenance	CY	260	\$ 31.25	\$ 8,125.00
104-10-1	Hay or Straw Baled	EA	0	\$ 9.38	\$ 0
104-11	Floating Turbidity Barrier	LF	0	\$ 18.75	\$ 0
104-12	Staked Turbidity Barrier	LF	0	\$ 12.50	\$ 0
104-13-1	Site Fence, Staked (Type III)	LF	960	\$ 2.50	\$ 2,400.00
110-1-1	Clearing and Grubbing	LS	1	\$ 3,750.00	\$ 3,750.00
110-4	Removal of Existing Concrete Pavement	SY	73	\$ 25.00	\$ 1,875.00
125-9	Pavement Restoration	SY	283	\$ 7.50	\$ 2,122.50
160-4	Type "B" Stabilization (Option 1 to 125-9)	SY	283	\$ 3.13	\$ 885.79
285-104	Optional Base Group 4 (Option 2 to 125-9)	SY	283	\$ 7.50	\$ 2,122.50
331-2-A	Type "S" Asphaltic Concrete (1.5") (Option 3/125-9)	SY	283	\$ 12.50	\$ 3,537.50
425-1-321	Inlets, Type P-2 (<10')	EA	2	\$ 2,781.25	\$ 5,562.50
425-2-71	Manholes J-7 (<10')	EA	2	\$ 4,343.75	\$ 8,687.50
425-1-521	Inlets, Dit Bot Type C (<10')	EA	1	\$ 1,668.75	\$ 1,668.75
425-1-581	Inlets, Dit Bot Type H (<10')	EA	3	\$ 4,218.75	\$ 12,656.25
425-2-71	Manholes J-7 (<10')	EA	1	\$ 4,343.75	\$ 4,343.75
425-2-101	Manholes J-7 (<10') Mod	EA	1	\$ 8,937.50	\$ 8,937.50
430-171-101	Concrete Pipe Culvert (12')	LF	44	\$ 66.88	\$ 2,942.72
430-171-103	Concrete Pipe Culvert (42')	LF	437	\$ 162.50	\$ 71,012.50
520-1-10	Concrete Curb & Gutter (Type F)	LF	60	\$ 22.50	\$ 1,350.00
522-1	Concrete Sidewalk (4" Thick)	SY	6	\$ 62.50	\$ 375.00
526-1-1	Unit Paver Pavement	SY	20	\$ 56.25	\$ 1,125.00
575-1	Sodding	SY	192	\$ 9.38	\$ 1,800.96
737-70-1	Utility Locates -Underground	EA	12	\$ 187.50	\$ 2,250.00
737-70-2	Utility Locates - Under Pavement	EA	17	\$ 312.50	\$ 5,312.50
711-1	Signing & Pavement Marking	LS	1	\$ 3,750.00	\$ 3,750.00
	Maximum Change Allowance			\$ 75,000.00	\$ 75,000.00
				TOTAL:	\$ 260,918.22

**BID FORM**PROJECT IDENTIFICATION: **Basin III Drainage Improvements**

THIS BID IS SUBMITTED TO: **CITY OF NAPLES**  
**PURCHASING DIVISION**  
**270 RIVERSIDE CIRCLE**  
**NAPLES, FL 34102**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bid including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days (15) after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Number	<u>1</u>	Date	<u>9/21/07</u>
Number	<u>2</u>	Date	<u>10/18/07</u>
Number	<u>3</u>	Date	<u>10/19/07</u>
Number	_____	Date	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders;

(b) BIDDER has examined the site and locality where the WORK is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other bidder or over OWNER.

4. BIDDER will complete the WORK for the lump sum or unit prices listed in the following Bid Schedule. The unit prices quoted for the particular items are to be used for computing the amount to be paid to the CONTRACTOR, based on the quantities actually constructed as determined by the applicable measurement sections of the technical specifications. The total shall be inclusive of all work necessary to complete the project.

BIDDER acknowledges that he will comply with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. Included in the various items of this proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act. These costs are summarized below:

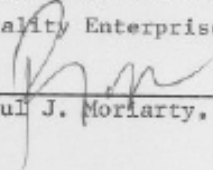
Trench Safety Measure (Description)	Unit (Quantity)	Units of Measure (LF, SY, LS)	Price	Cost
A. Trench Box	1	LS	\$ 15,000.00	\$ 15,000.00
B. Trench Dewatering	1	LS	\$ 10,000.00	\$ 10,000.00
C. Sheeting				
D. Slope Banks	1042	LF	\$ 3.00	\$ 3,126.00

Failure to complete the above may result in the bid being declared non-responsive.

BIDDER'S SIGNATURE

Quality Enterprises USA, Inc.

By:

  
Paul J. Moriarty, Vice President

10/24/07

5. BIDDER accepts the provisions of the Agreement (EXHIBIT B) as to the substantially completion calendar days after receiving the Notice To Proceed.
6. BIDDER accepts the provisions of the Agreement (EXHIBIT B) as to the liquidated damages in the event of failure to complete the WORK on time.
7. The required Bid Security in the form of 5% Bid Bond is attached to and made a condition of this BID.
8. The following work will be accomplished by the Subcontractors listed.

Work	Major Subcontractor
<u>None</u>	

Work	Minor Subcontractor
<u>Utility Locates</u>	<u>Earth View, LLC</u>
<u>Pavers</u>	<u>Allied Pavers</u>

9. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on October 24, 2007.

By Quality Enterprises USA, Inc.  
(Corporation name)

Virginia  
(State of incorporation)

By *[Signature]*  
Paul J. Moriarty, Vice President  
(Name & Title)

(Corporate Seal)

Attest *[Signature]*  
(Secretary) Stacey L. Murrell



Business Address: 3894 Mannix Drive, #216, Naples, FL 34114-5406

Contact Person: Paul J. Moriarty or Lou Gaudio

Phone No.: 239-435-7200

**EXHIBIT B: Schedule, Liquidated Damages, Additional Requirements**

**Contract Schedule and Liquidated Damages:**

The construction schedule, allowances and liquidated damages shall conform to the following alignments:

<b>Alignment Number</b>	<b>Time Limit</b>	<b>Change Allowance</b>	<b>Daily Liquidated Damages</b>
1	Jan 2008 – April 2008 120 Calendar Days	\$50,000.00	\$1,100.00
2 & 3A	May 2008 – Sept 2008 180 Calendar Days	\$100,000.00	\$5,500.00
3B & 4	Oct 2008 – Feb 2009 150 Calendar Days	\$175,000.00	\$3,500.00

**Additional Requirements**

- A. Existing Decorative Paver Replacement:** Disturbed decorative pavements shall be restored to their original condition, or better. Brick paver pavements shall be installed as detailed on plan sheet 14.
  
- B. Truck Routes:** Exhibit C illustrates preferred (green) and prohibited (red) truck routes through-out the City. The Contractor shall comply.
  
- C. Embankment Storage Location:** The City may designate a storage location within 5-miles of the project limits for excavated materials that are designated by the City to be stored. Any material deemed unacceptable will be hauled away by the Contractor to a location designated by the Contractor.
  
- D. Change Allowance:** This line item has been created to address unforeseen conditions arising during the construction project. Any disbursements from this line item shall be in accordance with Section 01028 of the Technical Specifications.



## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples  
735 Eighth Street South  
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

**EXHIBIT "C"**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned, is the \_\_\_\_\_ of the **Quality Enterprises USA, Inc.** (“the CONSULTANT/CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONSULTANT/CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONSULTANT/CONTRACTOR in any capacity on any project for City of Naples (OWNER). All such persons have provided evidence of identity and eligibility to work to the CONSULTANT/CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT/CONTRACTOR to work on projects for the OWNER who is not authorized to work under law. The undersigned further affirms that the CONSULTANT/CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the OWNER.

3. The CONSULTANT/CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the OWNER to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONSULTANT/CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONSULTANT/CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONSULTANT/CONTRACTOR, acknowledges that this Certification may be relied upon by the OWNER, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONSULTANT/CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the OWNER, the CONSULTANT/CONTRACTOR will indemnify, defend and hold the OWNER harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONSULTANT/CONTRACTOR acknowledges that the OWNER by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONSULTANT/CONTRACTOR’s books and records to confirm that the CONSULTANT/CONTRACTOR is in compliance with the terms of this certification.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

The Affiant, \_\_\_\_\_, is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
NOTARY PUBLIC - STATE  
OF \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Notary Seal)