

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 026-11

Contract No. _____

Project Name Basin III Stormwater Improvements

THIS AGREEMENT (the "Agreement") is made and entered into this 6th day of April, 2011, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Quality Enterprises USA, Inc.**, a Virginia corporation, **the address of record of which is set out below**, (the "CONTRACTOR").

**3894 Mannix Drive, Suite 216
Naples, FL 34114**

WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); 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 Services to be performed by CONTRACTOR are generally described as the construction of stormwater improvements within Basin III, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

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 or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (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 CITY 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 CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, 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. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY'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. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 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. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY 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 2 years of gross compensation from the CITY, whichever is greater.

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

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

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the 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;

- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

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 the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the 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 the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **March 31, 2012**. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the 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 CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY 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.

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 CITY hereunder, the CITY 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 CITY'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 the CONTRACTOR by the CITY for all Services shall not exceed **\$1,150,735.67** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the 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. the CITY, or any duly authorized agents or representatives of the CITY, 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 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The 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 **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of** this Agreement.

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

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

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The 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 the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY 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 the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the 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 CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' 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 the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the 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 the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY 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 the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN
CONFLICT OF INTEREST**

11.1. The 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. The 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 CITY 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 CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY 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
Attn: Louis J. Gaudio, Vice President**

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. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY 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 the CONTRACTOR without the prior written consent of the CITY.

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.

Sec. 14. 7. The 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 CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

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:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR:
Quality Enterprises USA, Inc.
A Virginia Corporation

By: _____
Its _____

Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [*or in Exhibit A-1 through A-__*], attached and made part of this Exhibit A.

GR-1 SUMMARY / SCOPE OF WORK

The work will involve the installation of pipes, structures and drainage improvements, as well as the re-grading of roadway swales within street right of ways in certain designated areas of the Basin III Stormwater System, all lying within the City of Naples.

GR-2 DEFINITIONS

The terms used in these General Requirements are defined in the "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT" prepared by Engineers Joint Contract Documents Committee, EJCDC No. C-700 (Formerly 1910-8), 2007 Edition.

GR-3 ABBREVIATIONS

Reference in the technical specifications to the specifications or requirements of technical societies, associations, organization" or bodies shall mean their most current specifications. These groups are identified in the technical specifications by the following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute, Inc.
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
FDOT	Department of Transportation - State of Florida
UAM	Utility Accommodations Manual
EJCDC	Engineers Joint Contract Documents Committee

GR-4 USE OF PUBLIC STREETS

The use of public streets and roads shall be such as to provide a minimum of an inconvenience to the public and to other traffic. Any earth or other excavated materials spilled from trucks shall be removed by the contractor and the streets and roads cleaned to the satisfaction of the owner.

GR-5 MAINTENANCE OF TRAFFIC

All safety precautions shall be taken and all traffic controls shall be furnished satisfactorily to the CITY and/or government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the work.

1. In advance of construction, the Contractor will submit a Maintenance of Traffic (MOT) plan to the City for each improvement project which will include detailed information on the phasing of work such that street traffic flow is maintained and residents are allowed usable driveway access to their homes at all times. The MOT will be based on the criteria provided by FDOT index 619, 621 and 623.
2. The Contractor will consult with the City and inform the City in advance of all construction phases in order to adequately coordinate operational aspects of this plan. The City will maintain final control over the specific times and operational traffic detours as may be required for construction. During traffic maintenance operations the Contractor shall provide suitably qualified traffic flagmen and operation personnel without language handicap and with ability to communicate and direct traffic flow on the job at all times. The Contractor will obtain the

necessary approvals from local jurisdiction for any weekend or after hours work.

GR-6 JOBSITE INSPECTIONS

The Contractor shall provide access to the project jobsite for the City and their representative as requested for inspection.

The authorized representatives and agents of the Environmental Protection Agency, South Florida Water Management District and Controlling State and Local Pollution Control Agencies shall be permitted to inspect all work, material and other relevant data records.

GR-7 CONTRACTOR'S ON THE JOB REPRESENTATIVE

The Contractor shall provide and maintain suitably qualified supervisory personnel at the project site during working hours for the duration of construction. This person will be expected to have operational control, direct knowledge and understanding of the ongoing construction activity and be able to communicate without language handicap.

GR-8 ROCK EXCAVATION

Material to be excavated hereunder in trenches, ditches, subgrades, water bodies, etc. shall include earth, rock or any other material encountered in excavating to the depth and extent indicated on the drawings and herein specified. No adjustment in the contract price will be made on the account of the absence or presence of rock, shale, masonry or other materials. In the case of any change order in writing by the Engineer in the quantity of excavation, the excavation involved shall be unclassified; the value shall be determined and the contract price will be adjusted as provided in the General Conditions.

GR-9 DAMAGE TO FRONT YARDS, LANDSCAPING, IRRIGATION SYSTEMS & DRIVEWAYS

The Contractor is advised that this project will involve work within the Rights of Way (ROW). Hardscape features including (but not limited to) landscaping, mailboxes, driveways and irrigations systems may be impacted by construction. The following conditions shall apply during construction:

1. Inventory of existing conditions: Prior to commencement of construction activities, the Contractor will conduct a detailed inventory of the location of hardscape items within and adjacent to the construction zone. Of particular note will be residential yards lying adjacent to and along the project area. A video documentary is required for this inventory and will be kept by the Contractor for the duration of the project, and copies are to be provided to the Engineer and the representatives of the City. This material will be used as reference to verify that all work done is kept within the project limits and that any adjacent areas temporarily affected by this construction are fully restored to original conditions at the completion of work. If, as a result of changed conditions brought about by the new improvements, certain changes to residential yards, including grading, driveway configurations, tree and shrub locations, become unavoidable, the Contractor will notify the Engineer for instruction and approval to proceed.
2. Damage To Items Outside Project Limits: There is no construction work located outside of City owned rights of way or easements; therefore, the Contractor will be responsible for damage to all items lying outside the project limits and street right of way areas. This includes all landscaping. Damage shall be repaired and/or replaced, surfaces re-graded and restored to original conditions at the completion of work.
3. Damage To Items Within Project Limits: The project work zones include areas considered to be residential front yards. While located in the City ROW, private property owners are responsible for irrigation systems, sod, driveways, decorative lighting and mailboxes, among other things. The Contractor will be responsible for re-installation, replacement or repair of any damage to these items, unless otherwise directed by the Engineer. These items shall NOT be covered by the lump sum, fixed landscape item with the bid tabulations.

It is noted that the project work zones may include trees and other landscaping that the City considers undesirable or desirable. Throughout this contract, the Contractor and the City's

Engineer shall coordinate on the preservation, removal, or removal and replacement of landscaping within the ROW. The City's Project Engineer shall have final authority in this matter. A lump sum fixed cost has been added to the bid tabulation to address these landscape items that typically will include trees, shrubs, bushes, and other decorative vegetation. Sod, mulch and other ground cover in NOT included in this bid item and shall be included in other bid items as determined by the contractor.

GR-10 DAMAGE TO UTILITIES AND EXISTING STRUCTURES

The Contractor will note that all utilities are not shown on the plans.

There exists underground Potable Water, Re-use Water, Irrigation, Sanitary Sewer, TV cable, Fiber-optic Lines, Telephone Lines, Power lines and associated utility facilities within the project limits. The Contractor shall adhere to Sunshine One Call and Florida Statute for the marking of utility locations throughout the project. Where utility conflicts exist, each utility owner shall be contacted by the contractor well prior to conflict resolution. The construction plans show the approximate location of known potable water, irrigation water and sanitary sewer conflicts. These known conflict locations are remedied per the plans. If unknown utility conflicts exist, each utility owner shall be contacted and the Project Engineer, Contractor and Utility Owner shall remedy the unknown conflict at the time of discovery. Work may be done under this contract's Unforeseen Allowance category, or by the utility owner. Coordinate all work by the utility owner so that the progress of construction will not be hampered.

The following utility owners are required to relocate their utility line given due notice by the City:

- ✓ Florida Power & Light
- ✓ Comcast Cable
- ✓ TECO Gas
- ✓ Embarq Telephone

Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities.

The Contractor will exercise extreme caution to eliminate any possibility of any damage to utilities lying within, and traversing, the project limits, as a result of construction activities. The Contractor shall hold the City harmless, and will be responsible for, and make good for all damage caused, by his construction operations to the above described utilities. The Contractor will be similarly responsible for all damage to any buildings, facilities, pavement or other existing structures which may be encountered, whether or not shown on the drawings, which lie beyond the limits of this Contract.

GR-11 ADJUSTMENT OF GRADES AND LOCATION

Adjustments of grades and locations shown on drawings may be necessary to conform to actual field conditions identified by the Contractor during the field location of utilities, to maintain cover over existing utilities or unavoidable conditions. Such adjustments shall be considered part of the job conditions and no extra compensations will be allowed for such changes, except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the Engineer prior to being executed.

GR-12 CHEMICALS

All chemicals used during project construction, or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

GR-13 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970, (PL 91-596) and under Section 107 of the Contract Work Hours & Safety Standards Act (PL 91-54).

All equipment furnished and installed under this contract shall comply with Part 1910, Occupational Safety & Health Standards & Amendments thereto.

GR-14 PERMITS AND FEES

Construction in County or State Department of Transportation rights-of-way and construction in wetlands and navigable water bodies will be governed by applicable County, State and Federal permits. All conditions set forth on the permits shall be a part of the contract and they shall be attached by addendum.

1. Unless otherwise specified, the Contractor shall obtain and pay for all permits and licenses related to his work, except as otherwise provided herein. Permits already acquired are:
 - a. South Florida Water Management District Environmental Resource Permit
 - b. A City of Naples Building Permit is NOT required for this job.
2. Additional permitting that may need to be obtained by the Contractor may include, but not limited to:
 - a. Stormwater Pollution Prevention Plan (SWPPP) and NPDES construction permits (the SWPPP is included within the construction plans and may be used by the contractor)
 - b. Collier County Right of Way Permits
 - c. Equipment transport permits
 - d. Dewatering permits
 - e. Others not provided herein.
3. The Contractor will be issued copies of all permits obtained by the CITY. The contractor is responsible for posting a copy of the permits at the site and maintaining them at all times during construction. The Contractor shall be responsible for familiarizing himself with the permits and shall abide by the permit conditions at all times.

GR-15 AIR AND WATER POLLUTION PREVENTION PROCEDURES

A. Water Pollution Control

Construction procedures shall include temporary pollution control measures to ensure that soil erosion which might cause water pollution is kept to a minimum. Such measures may consist of construction of berms, dikes, dams, drains and sediment basins, or use of fiber mats, woven plastic filter cloths, gravel mulches, quick growing grasses, sod, bituminous spray and other erosion control devices or methods.

1. Prior to the start of construction, the Contractor shall submit, for acceptance, his schedules for accomplishment of temporary erosion control and his plan for disposal of waste materials or other potential sources of pollution.
2. If temporary pollution control measures are ordered by the Engineer, the work shall be accomplished under the respective item of work subject to the limitations as defined in the contract's general provisions. If the work is such that no quantities or prices were given in the contract, the work shall be covered by a change order submitted by the Contractor and approved by the Owner. Should the parties be unable to agree on unit prices, or if this method is impractical, the Engineer may instruct the Contractor to proceed with the work by day labor or other means consistent with Article 11.01.A, 11.01.B of the General Conditions.
3. In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls in a timely manner, then such work to be performed by the Contractor shall be at his own expense.
4. In case of repeated failures on the part of the Contractor to control erosion pollution, right is reserved to the Engineer to employ outside assistance to provide the necessary corrective measures. Such incurred costs, plus related engineering costs, will be charged to the Contractor and appropriate deductions made from the Contractor's progress payments.
5. All erosion control features installed by the Contractor shall be acceptably maintained by the

Contractor during the duration of construction.

B. Other Water Pollution Controls

1. At the conclusion of the work, all waterways, major drainage ditches and other drainage flow conveyances shall promptly be cleared by the Contractor of false work, piling, debris, or other obstructions placed during construction.
2. The Contractor will exercise caution with the placement of barriers and erosion control devices so as not to block, or otherwise render inoperable major drainage ditches and other drainage flow conveyances during the duration of construction.

C. Conflict with Other Controls

In the event of conflict between these requirements and pollution control laws, rules or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

GR-16 REFERENCE POINTS

The Contractor shall locate and reference the project survey control network and establish bench marks at appropriate intervals along the line of the project for use by the Contractor in establishing horizontal and vertical controls necessary for the construction. If the Contractor or subcontractor destroys these locations, the Contractor shall re-establish these points.

The Contractor's stakeout work shall be included in the contract unit price for the various items of work to which it is incidental.

GR-17 ENGINEERING LAYOUT REQUIREMENTS

The Contractor shall provide construction layout and staking. The work shall include performing all calculations required and setting all stakes needed, such as offset stakes, reference point stakes, slope stakes and other reference marks or points necessary to provide lines and grades for construction of all improvements.

1. All elevations shown on the civil plans are referenced in NGVD 1929. All staking work will be done in accordance with approved civil plans in NGVD 1929 Datum.
2. The Contractor shall be responsible for the placement and preservation of adequate ties and reference to all control points, whether established by him or found on the project, necessary for the accurate reestablishment of all base lines or centerlines shown on the Plans.
3. Swale construction: The Contractor shall provide grade stakes in the field showing proposed swale locations, design and constructed conditions with cut and fill marks. Staking shall be sufficiently spaced to capture all design features but no greater than a 25 foot grid. These stakes will be removed after acceptance of final grades by the Engineer or the City's representative.

GR-18 REFERENCE TO OTHER SPECIFICATIONS

Reference to F.D.O.T. Specifications shall mean the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated January 2007. Where F.D.O.T. Section cited contains references to other Sections, they shall also be included as though cited herein. Where F.D.O.T. Specifications refer to the "Engineer", "Engineer of Tests", or "Division of Tests", it shall be understood to mean the Engineer of the OWNER as such in the Agreement. Where F.D.O.T. Specifications refer to the "Department", it shall mean the Engineer of Record. In case of conflict between the referenced F.D.O.T. Specifications and the Contract Documents, the Contract Documents shall govern.

Reference to A.A.S.H.O. and A.S.T.M. are to the latest editions of published Tests of the American Association of the State Highway and Transportation Officials and the American Society for Testing Materials, respectively.

GR-19 SUBMITTALS

1. Submittals to the City will include, as a basis for approval of the use of materials for incorporation in the work, the following items:
2. Shop Drawings for all proposed materials, structures and piping.
3. Schedule of Construction activities.
4. Maintenance of Traffic plans as specified in GR-5.
5. Copies of all permits obtained by the Contractor.
6. Survey as-builts as specified in GR-20.
7. Product data and manufacturer's information on specific equipment proposed to be incorporated into the work.
8. Landfill delivery tickets.
9. Rip rap delivery tickets.
10. Water Quality monitoring and any test results as required by permits.
11. Laboratory test results and delivery tickets for borrow fill material.
12. In-place field density tests.
13. Soil permeability tests to establish Hydraulic Conductivity (K-ft/sec) at retention swales as specified in GR-20.
14. Tags from grass seed bags.
15. Soil ph tests.
16. Documentations of any official compliance Notice of Violations, as well as documented evidence of submittals or paperwork submittals to resolve these issues consistent with permit requirements.

GR-20 AS-BUILT RECORDS

At the end of the project, the Contractor will submit to the City a certified as built site survey showing coordinates and elevations of the completed work.

1. At the conclusion of the work, all as-built information will be referenced in NGVD 1929.
2. The as-built survey will locate and identify the elevation of all drainage structures and inlets. Information to be provided will include grates and inverts.
3. Swale Cross-sections: Final as-built retention swale configuration and cross-sections will be provided at the completion of the work. A minimum of three (3) cross-sections will be provided for each swale; to be located across both ends and across the swale mid-point. Maximum cross-section spacing under any circumstance will be based on a twenty-five (25) foot interval.
4. The Contractor shall provide eight (8) signed and sealed surveys, including design and constructed features and benchmarks. One (1) CD will be submitted including as-built designs.
5. Swale Soil Conductivity Tests: Contractor will provide permeability tests (K-ft/sec) to establish the hydraulic conductivity of soils underlying roadside swales. Tests will be carried out at a minimum of three (3) separate locations for each improvement ID. Test locations will be established in consultation with the Engineer.

GR-21 CONTROL OF MATERIALS

The Control of Materials shall conform to F.D.O.T. Specifications, Section 6.

GR-22 LIMITATION OF OPERATIONS

Limitation of operations shall conform to F.D.O.T. Specifications in Section 8-4.1 through 8-4.7.

GR-23 MEASUREMENT AND PAYMENT

Measurement and Payment shall conform to F.D.O.T. Specifications, Section 9 unless otherwise set forth in the Technical Specifications. In case of conflict between the referenced F.D.O.T. Specifications and the Contract Documents, the Contract Documents shall govern.

GR-24 PROTECTION OF WORK

The Contractor and its agents shall take reasonable precautions and maintain reasonable safeguards to protect the SITE DEVELOPMENT WORK against loss or damage including, without limitation, bracing and reinforcing where necessary and providing guards, locks, fences, signs, barricades, lights and such other warning and security devices where appropriate.

City of Naples




INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE:	TITLE	NUMBER:	OPENING DATE & TIME:
2/10/11	BASIN III STORMWATER IMPROVEMENTS	026-11	3/4/11 2:00 PM
PRE-BID DATE, TIME AND LOCATION: FEBRUARY 16, 2011 2:00 PM, PUBLIC UTILITIES 380 RIVERSIDE CIRCLE, NAPLES, FL. 34102			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: Quality Enterprises USA, Inc.	
MAILING ADDRESS: 3894 Mannix Drive, Suite 216	
CITY-STATE-ZIP: Naples, Florida 34114-5406	
PH: 239-435-7200	EMAIL: LGAUDIO@QE-USA.COM
FX: 239-435-7202	WEB ADDRESS:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or 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.

AUTHORIZED SIGNATURE 	DATE 3/21/11	PRINTED NAME/TITLE Louis J. Gaudio, Vice President
Please initial by all that apply I acknowledge receipt of the following addendum <input checked="" type="checkbox"/> Addendum #1 <input checked="" type="checkbox"/> Addendum #2 <input checked="" type="checkbox"/> Addendum #3 <input checked="" type="checkbox"/> Addendum #4		

 Addendum #5

PLEASE NOTE THE FOLLOWING:

- > **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.**

BID FORM

PROJECT IDENTIFICATION: **Basin III Drainage Improvements**

THIS BID IS SUBMITTED TO: **CITY OF NAPLES**
PURCHASING DIVISION
735 8th Street South
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>2/23/11</u>
Number	<u>2</u>	Date	<u>3/2/11</u>
Number	<u>3</u>	Date	<u>3/3/11</u>
Number	<u>4</u>	Date	<u>3/9/11</u>
Number	<u>5</u>	Date	<u>3/15/11</u>

(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

BID NUMBER:
OPENING DATE:

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	3,629	LF	\$5.00	\$18,145.00
B. Trench Dewatering				
C. Sheeting				
D. Slope Banks	658	LF	\$3.00	\$ 1,974.00

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

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.

8. The following work will be accomplished by the Subcontractors listed.

Work	Major Subcontractor
_____	_____
_____	_____
_____	_____
Work	Minor Subcontractor
<u>Signs & Pavement Markings</u>	<u>Road Safe</u>
	Ft. Myers, FL


BID NUMBER: 20
OPENING DATE:

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.

By Quality Enterprises USA, Inc. SUBMITTED on March 21, 2011, 2007
(Corporation name)

Virginia
(State of incorporation)

By 
Louis J. Gaudio, Vice President
(Name & Title)

(Corporate Seal)

Attest 
(Secretary) Stacey L. Murrell

Business Address: 3894 Mannix Drive, Suite 216
Naples, Florida 34114-5406

Contact Person: Louis J. Gaudio

Phone No.: 239-435-7200

BID NUMBER:
OPENING DATE:

21

SECTION 02051

ASBESTOS WORK PLAN: REPAIR, REMOVAL AND MAINTENANCE OF ASBESTOS-
CONTAINING CEMENTITIOUS PIPES

ASBESTOS WORK PLAN

The following work plan is for the repair, removal and maintenance of asbestos cement pipe (AC). This work plan should be considered as minimal guidelines for the disturbance of the material. The Contractor shall utilize all appropriate controls and work practices necessary to protect workers, people in the vicinity of the work area, and the environment, regardless of the inclusion or exclusion of this work plan. Contractor questions should be resolved prior to the start of the abatement project. The primary concerns and considerations of these work practices is the protection of human health and the environment, as well as to minimize the Owner's and Contractor's liability exposure before, during and after the abatement process.

GENERAL

The City of Naples, shall employ: referred to as the Contractor, for the purpose of repair, removal and maintenance of AC pipe.

INDEMNITY

The Contractor shall indemnify, defend and save the Owner harmless from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the of the Contractor and persons employed or utilized by the Contractor in the performance of the work associated with the project. The Contractor shall defend on behalf of the

Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing. The monetary limitation on the extent of indemnification pursuant to this paragraph shall be \$ 1 million per occurrence. The Contractor shall indemnify, defend and save the Owner harmless against all damages, losses, and claims resulting from the activities, or lack of activities associated with the project. The Contractor

shall defend on behalf of the Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing.

CITY
TECHNICAL SPECIFICATIONS

Section 02051
ASBESTOS WORK PLAN
Page 1 of 6

REGULATIONS, CODES AND STANDARDS

The Contractor shall comply with all regulations, codes and standards. These shall include, but are not limited to:

1. Title 29, Code of Federal Regulations, Section 1910.134 and 1926.1101. Occupational Safety and Health Administration (OSHA), US Department of Labor.
2. Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants. US Environmental Protection Agency (EPA).
3. State of Florida's Administrative Code 62-204.800. US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).
4. State of Florida, Chapter 62-257, Florida Administrative Code.
5. Florida Statutes, Chapter 469, Licensing Requirements (Exemptions 469.002)
6. State of Florida, City of Naples codes and ordinances as applicable.

CONTRACTOR STAFFING

1. All work will be supervised by a qualified individual meeting the requirements of a *Competent Person** and possessing the following minimum qualifications and training:

- Satisfactory completion of an Asbestos Abatement Project Supervisor course
- Medical examination for respirator use
- Fit test for respirator type
- Training in the maintenance, repair and removal of AC pipe

* A Competent Person, is capable of identifying existing asbestos hazards at the work place, determine if a Negative Exposure Assessment (NEA) exists, is qualified to train other workers, and has the authority to take prompt corrective measures to eliminate a hazardous exposure. In addition the competent person must be trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor.

2. Any direct contact with AC pipe will be performed by qualified workers possessing the following minimum qualifications and training:

- Satisfactory completion of an OSHA Class II Worker course **

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Section 02051
ASBESTOS WORK PLAN
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- Medical examination for respirator use
- Fit test for respirator type
- Training in the maintenance, repair and removal of AC pipe

**Class II Training Requirements must be met for work involving building materials including roofing, flooring, siding materials, ceiling tiles or transite panels training shall include at a minimum the elements in paragraph 29 CFR 1926.1101 (k) (9)(iv)(A) and specific work practices and engineering controls set forth in paragraph (g). It shall include hands-on training and it is to be at least 8 hours in length. Annual refresher course work is required. The length of time for the refresher training is not specified.

3. Personal Protective Equipment (PPE) for each worker will include hard hat, steel toed shoes, disposable protective clothing, respiratory protection and high visibility reflective vests. Respirators shall be fitted with a P-100 filtering cassette. (The use of disposable protective clothing, and respiratory protection will be determined by the establishment of a Negative Exposure Assessment and continual personnel air monitoring).

WORK PROCEDURES

Controlling Government Regulation:

OSHA's Construction Industry Standard for Occupational Exposure to Asbestos Subpart Z, 29 CFR 1926.1101 Asbestos.

Work-Task Assumptions/Requirements of the Employer at Project Work-Site:

Prior to commencing the demolition and removal of the A-C pipe, the contractor has:

- _ (1) Determined by thorough inspection the existence and the extent of any ACM.
- _ (2) Given written notice to appropriate governmental agency at the beginning of abatement activity.
- _ (3) Conducted an Initial Exposure Assessment (IEA) test plan or baseline report, which complies with the criteria in Paragraph (f)(2)(iii) of the above referenced controlling government regulations (section), and which demonstrates that the employees' exposure to airborne asbestos fibers during removal of the Asbestos-Cement (A-C) pipe is expected to be consistently below the Permissible Exposure Levels (PELs) i.e... exposure must be less than 0.1 fiber/cubic centimeter (cc) of air for an eight (8) hour time-weighted average limit (TWA), and less than 1.0 fiber/cc of air as averaged over a sampling period of thirty (30) minutes, all as determined by the method prescribed in Appendix A to the referenced section, or by an equivalent method, and

therefore, the employer intends to do the A-C pipe removal through the use of Negative Exposure Assessments (NEAs).

Procedures for Removal of Asbestos-Cements (A-C) Pipe, Also Commonly Referred to as Transit Pipe This work activity is identified as a Class II asbestos removal activity by OSHA's Subpart Z, 29 CFR 1926.1101, with the A-C pipe removal is being done utilizing a valid Negative Exposure Assessment (NEA).

Preparation

Establish a regulated work area (RWA) using barricade tape.<Provide a hand/face wash station at the entry point to the RWA.<Post asbestos-warning signs at the RWA entry point.<Establish a waste loadout area attached to the RWA.<Once an RWA is established and work begins, no access should be permitted without the required personal protective equipment.

Prior to commencing work a ten day NESHAP notification (DEP Form 62-257 .900(1)

Effective 10-12-08) must be submitted the Florida Department of Environmental Protection (FDEP) office located at the following address:

FDEPAir Resource Management
2295 Victoria Avenue, Ste 364
P.O. Box 2549
Fort Myers, Florida 33902-2549

The form can be accessed online at:

[http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900\(1\).pdf](http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900(1).pdf)

Air Monitoring and Sampling of Exposure to Airborne Asbestos Fibers:

As the work begins the competent person (or third party consultant) must conduct and record objective data to confirm the Initial Exposure Assessment (IEA), and that the specific job-site work activity confirms the findings of the IEA, and that the PELs are not being exceeded for this work activity.

CITY
TECHNICAL SPECIFICATIONS

Section 02051
ASBESTOS WORK PLAN
Page 4 of 6

Excavation:

1. Machine excavate to expose A-C pipe.
2. Hand excavate areas under pipe where cuts/breaks are planned.
3. Excavation operations should be carefully executed so that pipe damage does not occur prior to removal.

Abandonment of AC Pipes

1. AC pipes can be abandoned in-place. The procedure for abandonment of pipes in place includes filling the section of pipe with a grout/cement slurry. The location of the pipes should be recorded on the master drawing of the right-of-way.
2. At no time will bursting, crushing, grinding or pulverizing of the AC pipe be conducted.

AC Pipe Removal:

1. All pipe cutting or breaking operations require adequate wetting with potable water to prevent A-C materials from being crumbled by hand pressure and to keep the asbestos fibers from becoming air-borne (friable).
2. Plan pipe cuts/breaks as necessary to accommodate the size/weight of pipe being removed.
3. Use a hammer or wheel-type pipe cutter (or equivalent tool) to make the initial cut and drain the pipe of residual liquids. If gas powered cutters are to be used they should be connected to a HEPA filtered vacuum and used in a manner that will not create elevated airborne fibers. If a gas powered cutter is utilized that is not connected to a HEPA filtration system, the work area should be contained to prevent the release of airborne fibers. In addition, a sufficient supply of water shall be applied to the cut point to further prohibit the release of asbestos fibers. A layer of 6 mil polyethylene should be placed beneath the cut point to contain the debris that will be generated. The debris shall be collected and treated as asbestos-containing waste.
4. Remove pipe sections at joint collars by breaking them with a sledgehammer, or cutting them with a wheel-type pipe cutter (soil-pipe cutter).
5. Where pipe re-connection is required, trim pipe ends in a manner that will not cause asbestos fibers to become airborne. Any debris that is generated shall be collected and treated as asbestos-containing waste.
6. When applicable, remove pipe sections from trench in an "intact" condition. Wet and containerize waste materials as you go. Using lifting straps and methods that do not damage the pipe remove the material from the trench.
7. WASTE PIPES: The pipe should be placed in a leak tight waste container. An alternative option would be to wrap each section of pipe with two layers of 6 mil polyethylene. For both options water should be applied to each section of pipe before it is contained.
8. Identify A-C materials and stock-pile the waste in a designated load-out area with the following label warnings: (The label must also identify the generator of the AC Pipe waste).
DANGER Contains Asbestos Fibers-Avoid Creating Dust

Cancer and Lung Disease Hazard

CITY
TECHNICAL SPECIFICATIONS

Section 02051
ASBESTOS WORK PLAN
Page 5 of 6

Transportation of Asbestos Waste

9. All asbestos-containing waste shall be transported to a class I landfill in leak tight containers. Each shipment must be properly marked with the following notation:

DANGER Contains Asbestos Fibers Avoid Creating Dust Cancer and Lung


Disease Hazard

10. All asbestos-containing waste shall be disposed of in a timely manner at a class I landfill. All waste must be disposed of within a 30 day period from the time of removal. A waste shipment record must be provided for each shipment.

References:

1. Underground Contractors Association of Illinois Best Practices for Removing Asbestos Cement Pipe

Acknowledgement of Requirements

Signed: 
Louis J. Gaudio, Vice President
Firm: Quality Enterprises USA, Inc.

Date: 3 / 21 / 11

END OF SECTION

CITY
TECHNICAL SPECIFICATIONS

Section 02051
ASBESTOS WORK PLAN
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END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis [or other basis] as follows [or in Exhibit B-1, which is attached and made part of this Agreement]:

**NAPLES BASIN III Stormwater Improvements
 BID TABULATION - Sheet #1**

3/21/2011

Modified 03-07-2011

SUMMARY OF PAY ITEMS			Units	Unit Price	Broad Ave. S	
ITEM NO.	FDOT REF.	DESCRIPTION			Est. Quant.	Cost
1	101-1	Mobilization	LS			
2	102-1	Maintenance of Traffic	LS	1	46,000.00	
3		Pre-construction Audio/Video Recording	LS	1	8,625.00	
4	104	Stormwater Pollution Prevention Plan Implementation	LS	1	575.00	
5		Permitting (Dewatering, NPDES)	LS	1	5,750.00	
6		Utility Locates via Potholing	LS	1	575.00	
7		Abandonment, Removal/Disposal of Existing Pipes			1,150.00	
7a.	430-830	Grout-fill and Leave In-place	CY	230.00	22	\$ 5,060.00
7b.		Remove & Dispose Reinforced Concrete Pipe	LF	11.50	257	\$ 2,955.50
7c.		Remove & Dispose Asbestos-Containing Cementitious Pipe	LF	14.38	180	\$ 2,588.40
8		Dry Detention				
8a.		Excavation, Grading & Sod Installation	CY	11.50	6,100	\$ 70,150.00
8b.		Irrigation System Restoration (City System)	LS		1	2,875.00
9		Sod Restoration				
9a.		Sod (Floritam)	SY	3.45	10,100	\$ 34,845.00
9b.		Sod (Bahia)	SY	2.88	44	\$ 126.72
9c.		Sod (Zoysia)	SY	4.03	44	\$ 177.32
10		Road Restoration				
10a.		Milling (1" Ave depth)	SY	3.45	5,513	\$ 19,019.85
10b.	331-1 (2000 Ed)	Type S-III (1")	SY	4.77	7,119	\$ 33,957.63
10d.	285-708	Optional Base Group 6 (8")	SY	6.04	1,606	\$ 9,700.24
10e.	160-4	Type B Stabilization (12")	SY	2.88	1,606	\$ 4,625.28
10f.	711-1	Replace Pavement Markings and Signage	LS		1	2,875.00
12		Swales				
12a.		Swale Grading and Restoration	LF	5.75	575	\$ 3,306.25
13	522-1	Sidewalk Removal and Replacement (5' wide x 4" thick)	LF	16.10	50	\$ 805.00
14	430-17	Furnish & Install Reinforced Concrete Drain Pipe				
14a.		12" RCP	LF	21.85	11	\$ 240.35
14b.		18" RCP	LF	31.05	139	\$ 4,315.95
14c.		24" RCP	LF	39.10	492	\$ 19,237.20
14d.		30" RCP	LF	53.88	139	\$ 7,489.32
14e.		36" RCP	LF	69.58	316	\$ 21,987.28
14f.		42" RCP	LF	92.29	114	\$ 10,521.06
14g.		48" RCP	LF	113.56	233	\$ 26,459.48
14h.		54" RCP	LF	158.41	23	\$ 3,643.43
14i.		60" RCP	LF	193.20	420	\$ 81,144.00
15		Underdrain				
15a.	440-1-10	Furnish & Install Type I Underdrain (6" Perforated PVC)	LF	9.66	902	\$ 8,713.32
15b.	440-73-2	Furnish & Install 6" Underdrain Outlet Pipe	LF	11.50	228	\$ 2,622.00
16		Furnish & Install Ditch Bottom Inlets				
16a.	425-1-52	Ditch Bottom Inlet (Type C)	EA	1,322.50	1	\$ 1,322.50
16b.	425-1-54	Ditch Bottom Inlet (Type D)	EA	3,018.75	1	\$ 3,018.75
16c.	425-1-58	Ditch Bottom Inlet (Type H)	EA	3,611.00	6	\$ 21,666.00
17		Furnish & Install Storm Manholes				
17a.	425-2-71	Storm Manholes (J-7) (Depth <10')	EA	2,570.25	14	\$ 35,983.50
17b.	425-2-72	Storm Manholes (J-7) (Depth >10')	EA	6,618.25	2	\$ 13,236.50
18	425-11	Modify Existing Drainage Structures (Inlets/Manholes)	EA	862.50	7	\$ 6,037.50
20	430-880-01	Furnish & Install 24" Flap Gate	EA	2,875.00	1	\$ 2,875.00
21		Utility Conflict Avoidance				
21a.		Deflection of Water Mains	EA	2,990.00	5	\$ 14,950.00
21b.		Deflection of Reuse Main (16")	EA	8,625.00	1	\$ 8,625.00
21c.		Deflection of Sanitary Force Main (6")	EA	2,932.50	1	\$ 2,932.50
21d.		Deflection/Restoration of Sanitary Sewer Lateral	EA	862.50	1	\$ 862.50
21e.		Deflection/Restoration of Potable Water Service Lateral	EA	718.75	7	\$ 5,031.25
21f.		Coordination With Private Utility Companies & Remedy of Conflicts	LS		1	575.00
22	1080-11-404	Furnish and Install 12" DeZurik Valve	EA	3,910.00	3	\$ 11,730.00
23	430-963-2	Furnish and Install 12" PVC Storm Drain Pipe	LF	35.08	98	\$ 3,437.84
24		Layout Survey & Final As-Built Survey	LS		1	5,750.00
				SubTotal		\$ 580,149.42
25		Allowance for Unforeseen Conditions (Calculated 10% of Subtotal)				\$ 58,014.94
26		Allowance for Landscaping (Calculated 1% of Subtotal)				\$ 5,801.49
TOTAL BID PRICE PER PROJECT AREA						\$ 643,965.85

**NAPLES BASIN III Stormwater Improvements
 BID TABULATION - Sheet #2**

3/21/2011

Modified 03-07-2011

SUMMARY OF PAY ITEMS			Units	Unit Price	Gulf Shore Blvd. S	
ITEM NO.	FDOT REF.	DESCRIPTION			Est. Quant.	Cost
1	101-1	Mobilization	LS			
2	102-1	Maintenance of Traffic	LS			34,500.00
3		Pre-construction Audio/Video Recording	LS			8,625.00
4	104	Stormwater Pollution Prevention Plan Implementation	LS			575.00
5		Permitting (Dewatering, NPDES)	LS			4,600.00
6		Utility Locates via Potholing	LS			575.00
7		Abandonment, Removal/Disposal of Existing Pipes				1,150.00
7a.	430-830	Grout-fill and Leave In-place	CY	230.00	5	\$ 1,150.00
7b.		Remove & Dispose Reinforced Concrete Pipe	LF	11.50	150	\$ 1,725.00
7c.		Remove & Dispose Asbestos-Containing Cementitious Pipe	LF	14.38	250	\$ 3,595.00
8		Sod Restoration (including Private Irrigation Repairs)				
8a.		Sod (Floritam)	SY	3.45	384	\$ 1,324.80
8b.		Sod (Bahia)	SY	2.88	44	\$ 126.72
8c.		Sod (Zoysia)	SY	4.03	44	\$ 177.32
10		Road Restoration				
10b.	331-1 (2000 Ed)	Type S-III (1")	SY	4.77	3,500	\$ 16,695.00
10d.	285-708	Optional Base Group 6 (8")	SY	6.04	3,360	\$ 20,294.40
10e.	160-4	Type B Stabilization (12")	SY	2.88	3,737	\$ 10,762.56
10g.	711-1	Replace Pavement Markings and Signage	LS		1	\$ 3,450.00
11		Concrete Valley Gutter Restoration	LF	11.50	2,119	\$ 24,368.50
12		Swales				
12b.		Concrete Driveway Restoration	SY	32.20	267	\$ 8,597.40
12c.		Asphalt Driveway Restoration	SY	28.75	150	\$ 4,312.50
12d.		Brick Driveway Restoration	SY	23.00	200	\$ 4,600.00
13	522-1	Sidewalk Removal and Replacement (5' wide x 4" thick)	LF	16.10	100	\$ 1,610.00
14	430-17	Furnish & Install Reinforced Concrete Drain Pipe				
14d.		24" RCP	LF	44.85	16	\$ 717.60
14e.		36" RCP	LF	75.33	770	\$ 58,004.10
14f.		42" RCP	LF	98.04	855	\$ 83,824.20
14g.		48" RCP	LF	119.31	759	\$ 90,556.29
17		Furnish & Install Storm Manholes				
17a.	425-2-71	Storm Manholes (J-7) (Depth <10')	EA	2,978.50	8	\$ 23,828.00
18	425-11	Modify Existing Drainage Structures (Inlets/Manholes)	EA	862.50	6	\$ 5,175.00
19	425-2-71	Furnish & Install Conflict Boxes				
19b.		Conflict Boxes (J-7) (Depth >5')	EA	3,450.00	6	\$ 20,700.00
21		Utility Conflict Avoidance				
21a.		Deflection of Water Mains	EA	2,760.00	3	\$ 8,280.00
21c.		Deflection/Restoration of Sanitary Sewer Lateral	EA	575.00	6	\$ 3,450.00
21d.		Deflection/Restoration of Potable Water Service Lateral	EA	718.75	4	\$ 2,875.00
21e.		Coordination With Private Utility Companies & Remedy of Conflicts	LS		1	\$ 575.00
24		Layout Survey & Final As-Built Survey	LS		1	\$ 5,750.00
					SubTotal	\$ 456,549.39
25	Allowance for Unforeseen Conditions (Calculated 10% of Subtotal)					\$ 45,654.94
26	Allowance for Landscaping (Calculated 1% of Subtotal)					\$ 4,565.49
TOTAL BID PRICE PER PROJECT AREA						\$ 506,769.82

END OF EXHIBIT B

EXHIBIT C

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 CITY, 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 CITY.

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 CITY'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 CITY, 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 CITY, 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"

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **Quality Entreprises USA, Inc.** (“the 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 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 CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY 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 CONTRACTOR being liable for any violation of the law by such third parties.

4. The 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 CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

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

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

Executed this _____ day of _____, 2011.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2011.

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)