

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 041-11

Contract No. _____

Project Name Potable Water Clarifier Tank-Accelator # 3 Rehabilitation

THIS AGREEMENT (the "Agreement") is made and entered into this 7th day of September, 2011, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Mitchell & Stark Construction Co., Inc.**, a Indiana corporation, **the address of record of which is set out below**, (the "CONTRACTOR").

6001 Shirley Street
Naples, FL 34109

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 repairs to the potable water clarifier tank accelator 3 which is located at the Water Treatment Plant., 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 **January 1, 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 **\$58,855.00** 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:

Mitchell & Stark Construction Co., Inc.
6001 Shirley Street
Naples, FL 34109
Attn: Brian Penner, CEO

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:
Mitchell & Stark Construction Co., Inc.
A Indiana Corporation

By: _____
Its _____

Witness

(CORPORATE SEAL)

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.

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:
7/1/11	POTABLE WATER CLARIFIER TANK-ACCELATOR #3 REHABILITATION	044-11	7/26/11 2:00 PM

PRE-BID DATE, TIME AND LOCATION:
 A non-mandatory pre-bid conference will be on July 12, 2011, 10:00AM at the Water Treatment Plant, 1000 Fleischmann Blvd. Naples, Fl. 34102

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: Mitchell & Stark Construction Co., Inc.	
MAILING ADDRESS: 6001 Shirley Street	
CITY-STATE-ZIP: Naples, Florida	
PH: 239-597-2165	EMAIL: bpenner@mitchellstark.com
FX: 239-566-7865	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 7/26/11	PRINTED NAME/TITLE Brian Penner CEO
Please initial by all that apply I acknowledge receipt of the following addendum <input checked="" type="checkbox"/> Addendum #1 <input type="checkbox"/> Addendum #2 <input type="checkbox"/> Addendum #3 <input type="checkbox"/> Addendum #4		

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.

PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials, and equipment, and the performance of all Work included in this Contract, unless otherwise noted. The summary of the Work is presented in Section 01010: Summary of Project.
- B. Work Included:
1. The Contractor shall furnish all labor, supervision, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the Work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Owner, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
 2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
 3. The Contractor shall provide and maintain such modern tools, and equipment as may be necessary, in the opinion of the Owner, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.
- C. Public Utility Installations and Structures:
1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected

by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. This data is not guaranteed as to the completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items. No separate payment shall be made therefore.
5. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Owner, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Owner, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings. (NONE PROVIDED FOR THIS CONTRACT)
- B. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.
- C. Intent:
 1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

- A. Manufacturer:
 1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Owner's option, that the manufacturer or subcontractor deal directly with the Owner. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
 2. Any two (2) or more pieces of material or equipment of the same kind,

type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.
2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings provided by the engineered building plans to the Contractor. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

- B. Surveys:
1. No survey data is provided as part of the Contract Documents.
 2. The Contractor shall furnish, at his own expense, any and all survey information required for permitting or construction of the project.
 3. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.
 4. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
 5. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.
- C. Safeguarding Marks:
1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
 2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Contract is for the Potable Water Clarifier Tank – Accelerator #3 Rehabilitation, located at 1000 Fleischmann Blvd., Naples, Florida 34102; as described and specified herein. The Work consists of furnishing all labor, equipment, materials, permitting, and ancillary items for the Rehabilitation of the facility consisting of, but not limited to, the following:
1. All work for the Project shall be constructed in accordance with the Specifications herein, all applicable building codes, approved submittals provided by the successful bidder, and strictly adhering to all manufacturer's recommendations and requirements of the selected products.
 2. The proposed improvements will be awarded and completed, if award is made, under one Contract.
 3. The scope of this Rehabilitation of Accelerator #3 is provided for in four

distinct phases as described below.

B. Phase 1, Item 2 on the Bid Form, Membrane Rehabilitation of Accelerator #3.

1. AREA TO BE TREATED

Side-wall / Floor junction around the circumference of the tank.

2. SURFACE PREPARATION

*Blasting material used shall be NSF approved Garnet; no exceptions or substitutions

- a. Cut existing membrane at the Cant Cove / floor joint and remove from the floor surface. Remove any compromised membrane from the Cant Cove and surface of the side wall.
- b. Power wash and rinse bottom 3 feet of the side wall and out onto the floor surface 3 feet.
- c. Cut a Key Way ¼" wide and ¼" deep on the floor surface 12 inches out from the side wall.
- d. Abrasive blast floor surface to meet an ICRI CSP 5- 24 inches out from the side wall. Sweep blast side wall to scarify existing membrane -24 inches up from the floor surface.
- e. Vacuum and clean surfaces to be coated, per manufacturer's recommendation.

3. COATING MATERIALS

Product specified below in Phase I shall be provided by the City in the amount of:

- a. 81 Small Kits of Tnemec Elasto-Shield Series 265
- b. One Gallon of Tnemec Series Tneme-Bond Series 260
- c. One Roll of Scrim Material

Any material in excess of that listed above as well as the Garnet that is required for Phase 1, shall be provided by the contractor and listed on the Bid Form under 2.1 - Materials.

4. COATING APPLICATION

- a. Using *Tnemec Elasto-Shield Series 265* fill voids between the side wall and the floor of the tank, per manufacturer's recommendations.
- b. Using *Tnemec Elasto-Shield Series 265* create a matching Cant Cove at the side wall / floor junction, per manufacturer's recommendations.
- c. Apply *Tnemec Series Tneme-Bond Series 260* to the existing membrane on the side wall up to a height of 12 inches from the floor surface, per manufacturer's recommendations.
- d. Apply *Tnemec Elasto-Shield Series 265* at the rate of ¼ inch thick by trowel to the floor surface and the side wall 12 inches out from the side

wall and 12 inches up from the floor surface. Simultaneously during this application imbed a 16 inch wide polyester scrim material into the side wall / floor joint so that the scrim material is 8 inches out onto the floor surface and 8 inches up onto the side wall surface, per manufacturer's recommendations.

- e. Immediately apply *Tnemec Elasto-Shield Series 265* at the rate of ¼ inch thick by trowel filling the key way on the floor and covering the *Tnemec Elasto-Shield Series 265* application applied in step #4, per manufacturer's recommendations.

* If at any time the *Tnemec Elasto-Shield Series 265* has cured for more than one (1) hour prior to the application of the subsequent coat being applied, then the surface to be coated MUST be coated with *Tnemec Series Tneme-Bond Series 260* before proceeding with the next application of the *Tnemec Elasto-Shield Series 265*, per manufacturer's recommendations.

5. SPECIAL CONSIDERATIONS

- a. Precise adherence to Tnemec's Product Data Sheets and Surface Preparation and Application Guides for all products will be required.
- b. Each step of the surface preparation and coating Application must be approved by the Water Plant Supervisor prior to continuing to following step.
- c. Contractor shall provide all equipment and supplies, other than listed above, to complete the scope of work.
- d. Work site shall be kept in a clean and neat manor at all times.
- e. Drains shall be plugged prior to start of work; contractor shall be responsible for removal and cleaning of all related work debris.
- f. Care shall be taken to keep any dust, paint, and blast cleaning material from entering any treatment areas.
- g. Care shall be taken to prevent over-blast of all non-specified surfaces.
- h. It shall be the contractor's responsibility to keep overspray contained to treatment unit.
- i. After coolers, filters and driers shall be supplied by contractor and required on air compressors.
- j. Contractor shall provide a one (1) year warranty on workmanship against delaminating, chipping and cracking to all areas within scope of work.

C. Phase 2, Item 3 on the Bid Form, Back Wall Rehabilitation of Accelerator #3.

1. AREA TO BE TREATED

Back side of Interior cone shaped wall, hatch doors, all piping and steel support structure behind the wall.

2. SURFACE PREPARATION

*Blasting material used shall be NSF approved Garnet; no exceptions or substitutions

- a. High pressure wash and fresh water rinse all surfaces to remove all slag and other contaminants.
- b. All surfaces shall be abrasive blast cleaned in accordance with an SSPC SP-10 Near White Blast Clean Method.
- c. All areas of exposed steel shall clean and free of blast aggregate residue prior to painting.
- d. All exposed substrate must be prime coated within 7 hours of being exposed.

3. COATING MATERIALS

*All primers and paints shall be as listed below; no exceptions or substitutions

- a. Prime Coat: Apply to all exposed steel, *Tnemec Epoxoline Series 22-1255* (Beige), applied to a DFT of 10.0 to 12.0 mils.
- b. Stripe Coat: Apply to all weld seams and angles, by brush, one coat of *Tnemec Epoxoline Series 22-WH11* (White).
- c. Finish Coat: Apply to all surfaces *Tnemec Epoxoline Series 22-WH11* (White), applied to a DFT of 16.0 to 18.0 mils.

4. SPECIAL CONSIDERATIONS

- a. Precise adherence to Tnemec's Product Data Sheets and Surface Preparation and Application Guides for all products will be required.
- b. Each step of the surface preparation and coating Application must be approved by the Water Plant Supervisor prior to continuing to following step.
- c. Contractor shall provide all equipment and supplies, other than listed above, to complete the scope of work.
- d. Work site shall be kept in a clean and neat manor at all times.
- e. Drains shall be plugged prior to start of work; contractor shall be responsible for removal and cleaning of all related work debris.
- f. Care shall be taken to keep any dust, paint, and blast cleaning material from entering any treatment areas.
- g. Care shall be taken to prevent over-blast of all non-specified surfaces.
- h. It shall be the contractor's responsibility to keep overspray contained to treatment unit.
- i. After coolers, filters and driers shall be supplied by contractor and required on air compressors.

- j. Contractor shall provide a one (1) year warranty on workmanship against delaminating, chipping and cracking to all areas within scope of work.
- D. Phase 3, Item 4 on the Bid Form, Steel Weirs Rehabilitation of Accelerator #3.

1. AREA TO BE TREATED

Interior and exterior of all weirs. All steel and steel framework and catwalk from 3" below water line and up. Four (4) Raw Ring hatch doors.

2. SURFACE PREPARATION

*Blasting material used shall be NSF approved Garnet; no exceptions or substitutions

- a. Prepare all surfaces in accordance with SSPC SP-1 (power wash & potable water rinse).
- b. Spot prepare all areas of rust and loose coating in accordance with SSPC SP-10 Near White Blast Cleaning and feather the edges to allow for a smooth transition for newly applied coatings.
- c. All exposed substrate must be prime coated within 7 hours of being exposed.
- d. Prepare all areas of sound coating in accordance with SSPC-SP7 Brush-off Blast Cleaning.
- e. All surfaces must be cleaned and dry prior to the application of any coatings.

3. COATING MATERIALS

*All primers and paints shall be as listed below; no exceptions or substitutions

- a. Spot Prime Coat: Apply *Tnemec Series N140F Pota-Pox Plus* (Blue) at 3.0 to 5.0 mils DFT to all areas cleaned to bare metal by brush.
- b. Spot Intermediate Coat one (1): Apply *Tnemec Series N140F Pota-Pox Plus* (Blue) at 3.0 to 5.0 mils DFT to all areas by brush.
- c. Spot Intermediate Coat two (2): Apply *Tnemec Series N140F Pota-Pox Plus* (Tan) at 3.0 to 5.0 mils DFT to all areas by brush.
- d. Localized Extra Coat: At the site of the chlorine injection location - apply an extra coat of *Tnemec Series N140F Pota-Pox Plus* (Blue) at 3.0 to 5.0 mils DFT. Beginning at the chlorine injection location, measure out 14' in each direction from injection point; walls and floor (include all metals).
- e. Finish Coat: Apply a full coat of *Tnemec Series N140F Pota-Pox Plus* at 4.0 to 6.0 mils DFT to all surfaces by brush. Finish color to be Blue on all Weirs and any steel below the water line.

4. SPECIAL CONSIDERATIONS

- a. Precise adherence to Tnemec's Product Data Sheets and Surface Preparation and Application Guides for all products will be required.
- b. Each step of the surface preparation and coating Application must be approved by the Water Plant Supervisor prior to continuing to following step.
- c. Contractor shall provide all equipment and supplies, other than listed above, to complete the scope of work.
- d. Work site shall be kept in a clean and neat manor at all times.
- e. Drains shall be plugged prior to start of work; contractor shall be responsible for removal and cleaning of all related work debris.
- f. Care shall be taken to keep any dust, paint, and blast cleaning material from entering any treatment areas.
- g. Care shall be taken to prevent over-blast of all non-specified surfaces.
- h. It shall be the contractor's responsibility to keep overspray contained to treatment unit.
- i. After coolers, filters and driers shall be supplied by contractor and required on air compressors.
- j. Contractor shall provide a one (1) year warranty on workmanship against delaminating, chipping and cracking to all areas within scope of work.

E. Phase 4, Item 5 on the Bid Form, Concrete Out-Box Rehabilitation of Accelerator #3.

1. AREA TO BE TREATED

Walls and floor of the Out-Box.

2. SURFACE PREPARATION

*Blasting material used shall be NSF approved Garnet; no exceptions or substitutions

- a. Power wash and rinse walls and floors.
- b. Abrasive blast walls and floor surfaces to meet an ICRI CSP-5.
- c. Vacuum surfaces to be coated.
- d. Fill in eroded area, bug holes and skim coat walls and floor.
- e. Brush blast walls and floor.
- f. Vacuum surfaces to be coated.

3. COATING MATERIALS

*All products shall be as listed below; no exceptions or substitutions

- a. Filler/Skim Coat: Apply *Tnemec Series # 217 Mortarcrete*

- b. Prime Coat: Apply *Tnemec Series N140F Pota-Pox Plus* (Blue) at 4.0 to 6.0 mils DFT to all areas by brush and roller.
 - c. Intermediate Coat: Apply *Tnemec Series N140F Pota-Pox Plus* (Tan) at 4.0 to 6.0 mils DFT to all areas by brush and roller.
 - d. Finish Coat: Apply a full coat of *Tnemec Series N140F Pota-Pox Plus* (Blue) at 4.0 to 6.0 mils DFT to all surfaces by brush and roller.
4. SPECIAL CONSIDERATIONS
- a. Precise adherence to Tnemec's Product Data Sheets and Surface Preparation and Application Guides for all products will be required.
 - b. Each step of the surface preparation and coating Application must be approved by the Water Plant Supervisor prior to continuing to following step.
 - c. Contractor shall provide all equipment and supplies, other than listed above, to complete the scope of work.
 - d. Work site shall be kept in a clean and neat manor at all times.
 - e. Drains shall be plugged prior to start of work; contractor shall be responsible for removal and cleaning of all related work debris.
 - f. Care shall be taken to keep any dust, paint, and blast cleaning material from entering any treatment areas.
 - g. Care shall be taken to prevent over-blast of all non-specified surfaces.
 - h. It shall be the contractor's responsibility to keep overspray contained to treatment unit.
 - i. After coolers, filters and driers shall be supplied by contractor and required on air compressors.
 - j. Contractor shall provide a one (1) year warranty on workmanship against delaminating, chipping and cracking to all areas within scope of work.

1.02 PROJECT SEQUENCE/TIME RESTRICTIONS

A. ACCELATOR #3 REHABILITATION

- 1. City operation staff will require one (1) week to prep the tank prior to making the facility available to the contractor.
- 2. The contractor must precisely coordinate all work with the Water Treatment Plant Operations Superintendent or his designee. The contractor shall provide the Operations Superintendent a minimum of one week pre-notification of requested Start Work Date. The Operations Superintendent has full approval/denial authority for the contractors work schedule in order to maintain proper plant operations.
- 5. The Water Treatment Facility is a secure operation. All contractor access must be approved and monitored by City operations personnel. Prior to

mobilization on site, the contractor shall meet with the Plant Operations Superintendent for instructions on the contractor's access and conduct at the facility.

1.03. GENERAL SPECIFICATIONS.

A. SPECIFICATION GUIDELINES

1. SURFACE PREPARATION

- a. **PROTECTION OF SURFACES NOT TO BE COATED:** During surface preparation and coatings application, all nearby equipment, vehicles, structures, etc. shall be protected from blasting grit, dust and over-sprayed, dropped or spilled materials. Surfaces adjacent to a proposed leading edge of coating application shall be taped-off or otherwise protected.
- b. **RIGGING AND SCAFFOLDING:** If rigging and/or scaffolding is required, it shall be set up to permit ease of operation of surface preparation and application equipment, and shall provide safe and clear access to all surfaces to be coated.
- c. **CONCRETE SURFACE PREPARATION:** Concrete shall be blasted by means of Hydro or Sand Blasting, producing a surface with a roughened texture. Concrete shall be free of crusts, soft or weak matter, loose aggregate, and all other contaminants. At expansion joints, if any, filler compound shall be roughly flush with or lower than the concrete surface. The approved product manufacturer's recommendations shall take precedence and be strictly adhered to.
- d. **FINAL CLEANING:** All surfaces to be coated shall be free of dust, moisture, and condensation. Nearby surfaces shall be cleaned to prevent wind-blown contamination of substrate or freshly applied coatings.

2. HEALTH, SAFETY, AND ENVIRONMENTAL

All pertinent governmental, industry, and in-house regulations and standards, including, but not limited to those concerning painting, flammable/combustible liquids, eye protection, head protection, skin protection, respiratory protection, scaffolding, lighting, ventilation, working in enclosed or confined spaces, air and water quality, VOC emissions, dusts, blasting residues and paint particulates, as well as the containment, handling and disposal of hazardous or toxic substances or wastes, shall be carefully observed and shall supersede any guidelines described herein. Material Safety Data Sheets (MSDS) shall be made available at job-site to all workers who may come in contact with the products used.

SECTION 01065

PLANS, PERMITS AND FEES

PART 1 - GENERAL

1.00 DESCRIPTION

- A. The Contractor is required to apply for and obtain all necessary permits.
- B. All fees are the Contractor's responsibility.

SECTION 01505

MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the costs of obtaining all insurance and bonds, moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.
 - 1. Move onto the site all Contractor's equipment required for construction operations.
 - 2. Install temporary construction power, wiring, and lighting facilities as required for a safe & efficient job. The Water Treatment Operations staff will provide 2 ea 110 volt, 20 amp receptacles for the contractors use during the project. If the contractor requires additional power requirements, the contractor shall provide these services at their own expense. .
 - 3. Establish fire protection plan and safety program.
 - 4. Secure construction water supply. The Water Treatment Operations staff will provide a hose bib for the contractors use. If the contractor requires additional water requirements, the contractor shall provide these services at their own expense.
 - 5. Provide on-site sanitary facilities for the contractor's employees as

required. The contractor's employees shall not use the City facilities.

6. Arrange for Contractor's work and storage area and employee's parking facilities. Coordinate with the Water Treatment Operations Superintendent for locations and availability. Space is very limited in this area, and City operations can not be disrupted.
7. Submit all required insurance certificates and bonds.
8. Post all OSHA, EPA, Department of Labor, and all other required notices.
9. Have Contractor's superintendent at the job site during all critical installations and inspections.
10. Submit a schedule of values of the Work.

1.02 DEMOBILIZATION

- A. Demobilization is the timely and proper removal of all contractor owned material and equipment from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.
- B. The cost of Demobilization shall be considered as part of the cost of the project and included in the proposed cost of Bid Item 2.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

- A. The Contractor's attention is directed to the condition that payment for mobilization or any part thereof, shall not exceed 3 percent (%) of the total contract price.

SECTION 01800

MISCELLANEOUS WORK AND CLEANUP

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work:
 1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

2. The work of this Section includes, but is not limited to, the following:
 - a. Cleaning up.
 - b. Incidental work.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART 3 - EXECUTION

3.01 CLEAN UP

- A. The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition.

3.02 INCIDENTAL WORK

- A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

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]:

SECTION 00300
 BID FORM

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

NAME OF BIDDER: Mitchell & Stark Construction Co., Inc.

PROJECT IDENTIFICATION: City of Naples – Accelerator #3 Rehabilitation

Bidder submits the following prices to perform all the work as required by the Specifications:

Item No.	Description	Quantity	Units	Unit Price	Extended Price
Item 1: General					
1.1.	Mobilization/Demobilization	1	LS	\$	\$ 3,000 ⁰⁰
1.2.	General Requirements	1	LS	\$	\$ 4,920 ⁰⁰
1.3.	Indemnification	1	LS	\$	\$ 100 ⁰⁰
Subtotal for Item 1:					\$ 8,020⁰⁰
Item 2: Membrane Rehabilitation					
2.1.	Materials	1	LS	\$	\$ 6,800 ⁰⁰
Item 3: Back Wall Rehabilitation					\$ 11,500⁰⁰
3.1.	Materials	1	LS	\$	\$ 2,800 ⁰⁰
Item 4: Steel Weirs Rehabilitation					
4.1.	Materials	1	LS	\$	\$ 13,100 ⁰⁰
Item 5: Concrete Out-Box Rehabilitation					\$ 2,650⁰⁰
5.1.	Materials	1	LS	\$	\$ 1,100 ⁰⁰
Subtotal for Items 2-5.1:					\$ 49,335⁰⁰
Item 6:	City Contingency	Total for Item 6:			\$ 1,500.00
Total Bid Price for the Contract (Sum of Items 1 through 6):					\$ 58,855⁰⁰
 (Total In Words) <u>Fifty-Eight Thousand Eight Hundred Fifty-Five Dollars and No Cents.</u>					
Item 7	Additional Services-Welding	1	HR	\$ 1900 ⁰⁰	

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 **Mitchell & Stark Construction Co., 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)