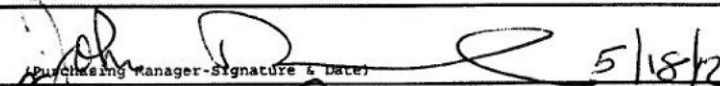
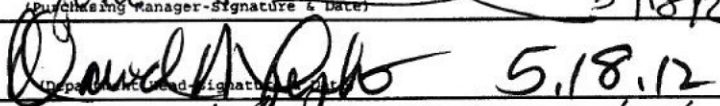
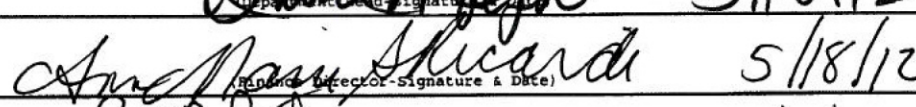
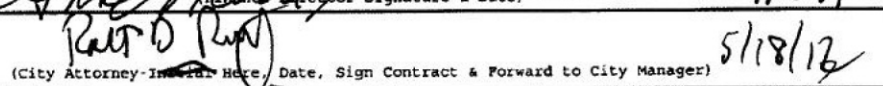
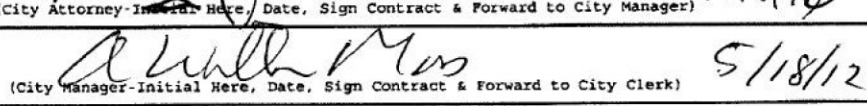
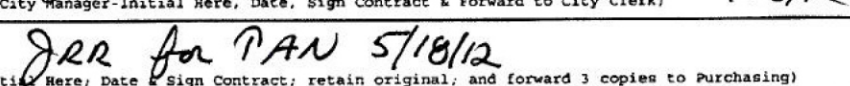




CITY OF NAPLES CONTRACT TRANSMITTAL

CONTRACTOR:	West Coast Florida Enterprises, Inc 032-12 Naples Preserve Roof Replacement
CONTRACT AMOUNT:	\$71,800.00
EFFECTIVE DATE:	The project will be completed by July 31, 2012
AUTHORIZATION:	ORDINANCE AMENDING SECTION 2-663(1)(b), AWARD OF BID OR CONTRACT, OF THE CODE OF ORDINANCES OF THE CITY OF NAPLES; RESOLUTION 08-12230, Unless otherwise provided in this division, the contract or purchase order shall be awarded to the lowest, best and most responsible bidder meeting the needs and requirements of the city, subject to the right of the city to reject any and all bids or proposals. A contract may be awarded in whole or in part, or in portions to more than one bidder.
FUNDING SOURCE	
APPROVED BY:	 <small>(Purchasing Manager-Signature & Date)</small> 5/18/12
RECOMMENDED BY:	 <small>(Department Head-Signature & Date)</small> 5.18.12
CERTIFIED BY:	 <small>(Finance Director-Signature & Date)</small> 5/18/12
REVIEWED BY:	 <small>(City Attorney-Initial Here, Date, Sign Contract & Forward to City Manager)</small> 5/18/12
REVIEWED BY:	 <small>(City Manager-Initial Here, Date, Sign Contract & Forward to City Clerk)</small> 5/18/12
ATTESTED BY:	 <small>(City Clerk-Initial Here, Date & Sign Contract; retain original; and forward 3 copies to Purchasing)</small> JRR for PAN 5/18/12

ATTACHMENTS:

- Bid Tab
- Contract
- Other

THIS DOCUMENT MUST BE ROUTED IN THE ORDER LISTED ABOVE.

After all have signed, Clerk to retain original and forward one copy to Purchasing for final distribution (Department/Vendor/Purchasing File).

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 must be completed **one hundred twenty days following the notice to proceed.**

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 **\$124,500.00** 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:

Gemini, Inc
PO Box 383
Tarpon Springs, FL 34688
(727) 938-6922
Attn: **Michael Monokandkos, 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: Patricia L Rambosk 6/19/12
Tara A. Norman, City Clerk
Patricia L. Rambosk

By: A. William Moss
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

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

CONTRACTOR:

Gemini, Inc
A Florida Corporation

Karena Lyras
Witness

By: Michael Monokandilos
Its PRESIDENT

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

This Contract is for GST Surface Coating and Preparation – Solana, East Naples and Port Royal Stations. Information specific to the location of each item is provided below. The Work consists of furnishing all labor, equipment, materials, permitting, and ancillary items for the Surface Coating and Preparation of the facilities consisting of, but not limited to, the following:

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. The proposed improvements will be awarded and completed, if award is made, under one Contract.

LOCATIONS

The East Naples Station is located at 2279 Pineland Avenue, Naples, Florida, 34112. These tanks will be out of operation during project. Those areas on-site considered to be part of this scope of work include;

GROUND STORAGE TANK – 5MG

The East Naples 5 million gallon ground storage tank, constructed of pre-stressed concrete. Approximate dimensions for this tank are diameter 162.5' and height 34'.

GROUND STORAGE TANK – 1MG (East)

The East Naples 1 million gallon-east ground storage tank, constructed of pre-stressed concrete. Approximate dimensions for this tank are diameter 90' and height 24'.

GROUND STORAGE TANK – 1MG (West)

The East Naples 1 million gallon-west ground storage tank, constructed of pre-stressed concrete. Approximate dimensions for this tank are diameter 90' and height 24'.

STATION OPERATIONS BUILDING

The East Naples Station Operations Building is a one-story concrete structure with approximate measurements of 30' by 50'.

The Solana Station is located at 1601 Solana Road, Naples, Florida, 34105. This tank will be operational during project. Those areas on-site considered to be part of this scope of work include;

GROUND STORAGE TANK – 5MG

The Solana 5 million gallon ground storage tank, constructed of pre-stressed concrete. Approximate dimensions for this tank are diameter 162.5' height of 34'.

STATION OPERATIONS BUILDING

The Solana Station Operations Building is a concrete one-story structure with approximate measurements of 32' x 52'.

**The "Solana Building" shall include the retention wall that surrounds the generator. The surface area for these walls is approximately 500 square feet. Preparation will include power washing and a fresh water rinse followed by the application of two coats of Tnemec Series #6 Tneme-Cryl at 2.0 mils per coat (approximately 345 sq. ft. per gallon).

The Port Royal Station is located at 2665 Lantern Lane, Naples, Florida, 34102. These tanks will be operational during project. Those areas on-site considered to be part of this scope of work include:

GROUND STORAGE TANK – 0.5MG (North)

The Port Royal 0.5 million gallon ground storage tank, constructed of pre-stressed concrete. Approximate dimensions for this tank are diameter 70' height of 20'.

GROUND STORAGE TANK – 0.5MG (South)

The Port Royal 0.5 million gallon ground storage tank, constructed of pre-stressed concrete. Approximate dimensions for this tank are diameter 70' height of 20'.

STATION OPERATIONS BUILDING

The Port Royal Station Operations Building is a concrete multi-story structure with approximate measurements of 65' x 50'.

MATERIALS

The materials used for sealing, preparation and installation of the surface coating are to be as specified below, no substitutions are allowed without previous consent of the City of Naples.

All prospective bidders are required to provide quantities with their submittal which details the amount of each product that will be required for project completion. If determined to be in its best interest, the City of Naples may elect to purchase these materials, as such, the materials list must be complete and accurate as any additional amounts required to complete the project would be the responsibility of the bidder at no cost to the City.

Caulking/Filling of Cracks

Sikaflex-1a by Sika Corp.

Spot Repairs – Compromised stucco or masonry up to ½" deep

XYPEX Mega Mix I.

Spot Repairs – Compromised stucco or masonry up to 2" deep

XYPEX Mega Mix II.

Prime Coat

TNEMEC Series #151-1051 Elasto-Grip.

Stripe Coat

TNEMEC Series #156 Enviro-Crete.

Finish Coat

TNEMEC Series #156 Enviro-Crete.

Thinners and paint additives are not approved for use on this project. Color selection will be finalized by owner prior to project commencement. Once the City approves the Contractors submittals for all materials, the City may wish to pursue the option of "Direct Purchase" of the materials for the project. The Contractor shall provide the

City with a detailed quotation for all materials from their supplier with the City of Naples shown as the primary and the Total Cost Listed without Taxes as defined in Generals Conditions 6.A. of this Bid Document. If the City so elects the Direct Purchase, the City will issue a separate Purchase Order for the materials, and reduce the Contractors contracted total by the specific amount of the materials.

SURFACE PREPARATION

Areas to be prepped and painted include all exterior surfaces from 4-6" below grade and include the tank roofs.

PRESSURE CLEANING

Contractor shall assure that all surfaces, including the tank domes (roofs) are cleaned and prepared to the minimum standards listed and shall meet all manufacturer's instructions and recommendations.

Spray on solution to remove all grease, oil, dirt, dust and other soluble contaminants. Solution shall be a combination of a disinfectant such as chlorine and a germicidal cleaner such as metaquat, mixed and applied per manufacturer's instructions. Work solution into cracks, joints and textured surfaces using a clean, stiff bristle brush.

The cleaning and removal of old coatings from all tank surfaces shall require a minimum 3500 psi pressure washing. The pressure washer(s) used by the Contractor must be able to meet this requirement.

The Contractor shall remove all mildew, caulking, and loose material. Any loose material not removed by pressure cleaning will be removed by hand tools or dry abrasive blast.

The Port Royal Building shall include the removal and replacement of the north, east, and south stucco surfaces of the exterior of the generator enclosure. The new stucco surfaces shall be installed the full height of the generator enclosure walls and shall include flashing, corner bead, expansion joints, and bonding agents to prevent future water intrusion behind the stucco finish.

CAULK AND SEALANT

Caulk will be applied as necessary using Sikaflex-1a as noted in the Materials Section. Hairline cracks may be sealed using Prime and Finish Coats.

Cracks 1/16" to 1/8"

Rake over with knife and clean.

Seal with surface conditioner.

Fill and blend using Sikaflex-1a.

Cracks 1/8" to 1/4"

Cut v-groove into crack.

Rake out with knife and clean.

Seal with surface conditioner.

Fill and blend using Sikaflex-1a.

Cracks or voids greater than 1/4"

Sound out and remove loose debris.

Pressure wash or clean thoroughly to ensure surface is free of dirt, oil, paint or other substances.

Apply, according to manufacturer's specifications, Megamix I to areas with a depth of 1/4" to 1/2" or Megamix II for those areas that are greater than 1/2" and blend edges into surrounding surface.

RUST STAINS

Remove stains with an approved rust stain remover, rinse and dry For embedded deposits:

1. Chip, drill or chisel out deposit.
2. Treat stain with oxalic acid.
3. Seal with surface conditioner.
4. Fill with appropriate patching compound.

METAL SURFACES

Pressure wash and rinse all surfaces.

Prepare all areas of rust in accordance with SSPC SP-10 Near White Blast Cleaning and feather edges.

All surfaces must be cleaned and dry prior to application of prime coat.

Apply by brush and roller a prime coat of TNEMEC Series 135 Chembuild, per manufacturer's specifications, within 7 hours of exposure. Coverage rate of 5.0 mils DFT.

Apply by brush and roller a finish coat of TNEMEC Series 1074U Endura-Shield, per manufacturer's specifications. Coverage rate of 3.0 mils DFT.

SURFACE COATING APPLICATION

All products will use a brush and roller application. Should there be an issue with the roll-on application, alternative applications may be utilized only with City pre-approval.

Prime Coat - Brush and roll to all surfaces, cracks, and repaired masonry, a coat of TNEMEC Series #151-1051 Elasto-Grip at the rate of 250 square feet per gallon.

Stripe Coat - Apply by brush to all cracks (in the direction of the crack) a coat of Tnemec Series # 156 Enviro-crete.

Finish Coat - Brush and roll to all surfaces one (1) coat of Tnemec Series #156 Enviro-Crete at the rate of 150 square feet per gallon.

Prime and Finish Coats should be applied based on the recommended coverage levels for each product to achieve a thickness of between 5.0-6.0 mils. Due to the rougher nature of the surfaces, a section of each tank will be used to create a mock-up sample.

Prior to commencement of the painting, on each properly prepared tank, a Mock-Up Sample of the Tnemec Series #156 will be applied at the rate of 150 sq ft per gallon. To determine actual square foot coverage per gallon, one square foot will be marked and the percentage of surface profile will be established. Once established that percentage will be factored into the equation to determine the dimensions of the Mock Up Sample. This Benchmark will serve as the "Accepted Standard" for the remaining surfaces to be coated.

GST SURFACE COATING AND PREPARATION

City operation staff will require one (1) week to prep the tank prior to making the facility available to the contractor. 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. The Water Treatment Facility and Stations are 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.

SURFACE PREPARATION

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 (ex: ladders, access lids, devices, etc.) shall be taped-off or otherwise protected.

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.

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.

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.

PLANS, PERMITS AND FEES

The Contractor is required to apply for and obtain all necessary permits.

All fees are the Contractor's responsibility.

MOBILIZATION

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:

Move onto the site all Contractor's equipment required for construction operations.

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. .

Establish fire protection plan and safety program.

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.

Provide on-site sanitary facilities for the contractor's employees as required. The contractor's employees shall not use the City facilities.

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.

Submit all required insurance certificates and bonds.

Post all OSHA, EPA, Department of Labor, and all other required notices.

Have Contractor's superintendent at the job site during all critical installations and inspections.

Submit a schedule of values of the Work.

The cost of mobilization shall be considered as part of the cost of the project and included in the proposed cost.

DEMobilIZATION

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.

The cost of Demobilization shall be considered as part of the cost of the project and included in the proposed cost.

CLEAN UP

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.

MEANS AND METHODS

THESE SHEETS MUST BE COMPLETED AND RETURNED WITH BID

**DETAILED PROCESS DESCRIPTION FOR GST SURFACE COATING AND PREPARATION
- SOLANA AND EAST NAPLES STATIONS**

The Contractor shall provide a detailed description of the processes being proposed for the **GST Surface Coating and Preparation - Solana and East Naples Stations**. The following sample guidelines shall be followed: (USE ADDITIONAL SHEETS IF NECESSARY AND ATTACH TO BID)

PROTECTION OF FACILITIES AND SURFACES: Describe the measures that will be taken to protect surrounding facilities and surfaces during all operations.

AT ALL TIMES, ANY SENSITIVE AREAS, ITEMS OR MACHINERY WILL BE PROTECTED BY TARPS, VISQUEEN AND MASKING ETC. IF AND WERE NECESSARY WORK AREAS WILL BE CONED OR TAPED OFF, FOR PUBLIC PROTECTION.

SURFACE CLEANING/PREPARATION: Describe how all surfaces will be prepared for the surface coating; i.e.: hydro-blasting, sand-blasting, combination, etc.

ALL SURFACES WILL RECIEVE A CHLORINATION (PROPER RATIO WATER TO CHLORINE), POWER WASHED MINIMUM 3000 TO 4000 PSI. ~~THE~~ USE OF TURBO ATTACHMENTS WILL BE UTILIZED WERE NECESSARY. ADDITIONALLY POWER TOOLS OR HAND TOOLS WILL BE USED WERE NEEDED.

RIGGING AND SCAFFOLDING: Describe what equipment shall be used to provide ease of operations and application, for safe access to all surfaces.

MEN WILL UTILIZE 40' BOOM LIFT ON MAJORITY OF THE WORK, ALSO SCAFFOLDING OR LADDERS WERE NECESSARY. ALL SAFETY EQUIPMENT WILL BE UTILIZED AT ALL TIMES, BY ALL MEN.

PATCHING: Provide a description of the patching process and provide Material Data Sheets for all materials that must have NSF Standard 61 Certification.

ALL PATCHING ACCORDING TO INDUSTRY STANDARD
AND ACCORDING TO MANUFACTURERS INSTRUCTIONS
AND RECOMMENDATIONS.

LINING/COATING APPLICATION: Provide a description of the Lining/Coating Application process (i.e: spray application, hand application, etc; primer coat thickness; single or multi layer application of lining/finish coat, thickness of each application) and provide Material Data Sheets for all materials that must have NSF Standard 61 Certification.

COATING APPLICATION: AFTER PROPER PREP & WASH,

- PRIMER - ONE FULL COAT OF SERIES 151 (ELASTO-GRIP)
- STRIFE COAT - BRUSH CRACKS WITH ONE COAT SERIES 156
(ENVIRO-CRETE)
- FINISH - ONE FULL COAT OF SERIES 156 (ENVIRO-CRETE)

ALL PRODUCTS APPLIED ACCORDING TO CONTRACT DOC'S
AND MANUFACTURERS - PRODUCT DATA SHEETS.

CURE TIME AND CLEANUP: Provide a description of the Cure Time for the application, and provide the amount of time required to clean up the entire site, to determine when the tank can be placed back in service.

- CURE TIMES - SEE DATA SHEETS

- SITE CLEAN UP - A COUPLE OF DAYS AFTER
COMPLETION OF SITE.

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

NAME OF BIDDER: GEMINI, INC.

PROJECT IDENTIFICATION: **GST Surface Coating and Preparation – Solana, East Naples and Port Royal Stations**

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

Description	Quantity	Units	Unit Price	Extended Price
Solana SMG Tank	1	LS	\$39,000	\$ 39,000
East Naples SMG Tank	1	LS	\$39,000	\$ 39,000
East Naples IMG Tanks	2	LS	\$13,000	\$ 26,000
Port Royal 0.5 MG Tanks	2	LS	\$ 6,000	\$ 12,000
Solana Building	1	LS	\$ 1,000	\$ 1,000
East Naples Building	1	LS	\$ 1,000	\$ 1,000
Port Royal Building	1	LS	\$6,500	\$ 6,500

Total Bid Price \$ 124,500

Word Description:

ONE HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS

NOTES: (EXCEPTIONS) OUR PRICING ABOVE REFLECTS:

- ON ALL STRUCTURES TO BE PAINTED, NO MORE THAN THE SPECIFIED "SF" COVERAGE RATE "PER GALLON", IN SPECS. IF MORE MATERIAL IS DECIDED UPON "AFTER MOCK UP SAMPLE" IS DONE, BECAUSE OF ROUGH TEXTURE OF MASONRY THE EXTRA COST WILL BE THE RESPONSIBILITY OF OWNER. (COST).
- WE CANNOT GIVE THE CITY AN ACCURATE AMOUNT OF MATERIAL TO BE USED BECAUSE OF "AGAIN" TEXTURE OF STUCCO.
- ABOVE PRICING ON PORT ROYAL TANKS INCLUDES "ONLY" REMOVAL OF OLD COATING, ONE COAT PRIMER AND ONE COAT FINISH, AS SPECIFIED. NORMALLY WHEN OLD COATINGS ARE REMOVED DOWN TO CONCRETE A THIN CEMENTATION LAYER OF NORMALLY "THORO-SEAL" CEMENTATION IS APPLIED PRIOR TO PAINTING. (THIS IS NOT SPECIFIED.) ALSO INTERIOR LINER OF TANKS MUST BE INSPECTED.

BID NUMBER: 042-12
DUE DATE: 05/08/12

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 Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

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

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

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

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

The City of Naples must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverage's are primary to all other coverage's 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.

The Certificate must state the bid number and title.

When using the "Accord"- 25 Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient 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-__]

END OF EXHIBIT C

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the PRESIDENT of the **Gemini, 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.

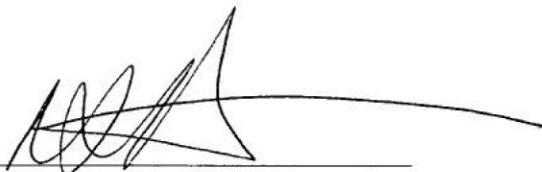
4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in 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 31st day of MAY, 2012.

By: 

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED before me this 31ST day of MAY, 2012.

The Affiant, MICHAEL MONOKANDILOS, is [] personally known to me or [] has produced FLORIDA DRIVER'S LICENSE 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:

ATHANASIA A. GIANNOPOULOS

NOTARY PUBLIC - STATE

OF FLORIDA

Commission Number: EE173185

My Commission Expires: 02/26/2016

(Notary Seal)

Athanasia A. Giannopoulos
Notary Public State of Florida
My Commission EE173185
My Commission Expires 02/26/2016