

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 029-13

Contract No. _____

Project Name Traffic Pavement Marking

THIS AGREEMENT (the "Agreement") is made and entered into this **May 1, 2013**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and AKCA Incorporated, an Ohio corporation, located at: 4603 Reece Road; Plant City, Florida 33566, (the "CONTRACTOR").

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 bid, ITB 029-13 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 **Traffic Pavement Marking** and may be more fully described in the ITB 029-13 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 **September 30, 2014**. Time is of the essence with respect to the performance of this Agreement. **Renewal:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional 1-year periods. Renewal of the contract period shall be by mutual agreement in writing.

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 each individual work assignment or project shall not exceed \$50,000.00 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:

AKCA Incorporated
4603 Reece Road
Plant City, Florida 33566
Attention: Scott Walls, Vice President

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

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

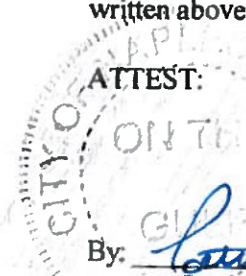
14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization 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:



By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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:

AKCA Incorporated
4603 Reece Road
Plant City, Florida 33566
Attention: Scott Walls, Vice President
An Ohio Corporation

By: Scott Walls
Its Vice President

Witness

(CORPORATE SEAL)



General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES
INVITATION TO BID NUMBER: 029-13
TRAFFIC PAVEMENT MARKING
Exhibit A-1, which is attached and made part of this Agreement}:



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: 03/14/13	TITLE Traffic Pavement Marking	NUMBER: 029-13	OPENING DATE & TIME: 04/05/13 2:00 PM
PRE-BID DATE, TIME AND LOCATION: None			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: AKCA INC.	
MAILING ADDRESS: 4603 Beece Road	
CITY, STATE, ZIP: Plant City, FL 33566	
PH: 813-752-4471	EMAIL: jswatch@akcainc.com
FX: 813-752-2357	WEB ADDRESS: akcainc.com

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 4/5/13	PRINTED NAME/TITLE Scott Walls - Vice President
<small>Please initial by all that apply</small> I acknowledge review receipt of the following addendums: Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ 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.

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

1. **SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
3. **NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
5. **WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Section 2-668 of the City Code for up to three years.
6. **PRICES, TERMS and PAYMENT:** Firm Prices include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - C. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

- 8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
- 9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.
- 10. CONFLICT OF INTEREST:** All bid awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*
- 11. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- 12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
- 13. SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
- 14. SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.
- 15. BID PROTEST:** The city has formal bid protest procedures that are available on request.
- 16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering
- 17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

- 18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
- 19. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 20. PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 21. ADVERTISING:** In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.
- 22. ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
- 23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
- 24. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 26. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.
- 27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.
- IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**
- 28. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.

29. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.
30. **CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.
31. **RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.
32. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.
33. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. **ALTERNATIVE BIDS:** Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.
35. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.
36. **BIDDER INVESTIGATIONS:** Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
37. **CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.
38. **CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
39. **CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City

reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

40. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

41. EXCEPTIONS: Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

42. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

43. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

44. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

46. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

47. QUALIFICATIONS OF BIDDERS: The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

> The quality of performance of previous contracts or services.

48. QUALITY CONTROL: The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

50. REQUIREMENTS CONTRACT: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

52. TERMINATION FOR DEFAULT: The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor agrees to comply with Executive Order 12549 "Debarment and

Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction .

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

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, Worker'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 Worker'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 Worker'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 Worker'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. "This coverage is primary to all other coverage 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 proposal 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.

STATEMENT OF NO BID

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

**City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105**

Bid # _____ and Description: _____

We, the undersigned, decline to proposal on the above project for the following reason(s):

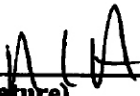
- We are not able to respond to the Invitation to Bid or Request for Proposals by the specified deadline.**
- Our Company does not offer this product or service.**
- Our current work schedule will not permit us to perform the required services.**
- Specifications are incomplete or information is unclear
(Please explain below).**

Other (Please specify below)

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name) (Title)



(Signature) (Date)

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: Hillshorough County BOCC
 ADDRESS: Public Works Dept.
 TELEPHONE: 813-612-7900
 CONTACT PERSON: Michael Cox
 CONTACT E-MAIL ADDRESS: COXMA@hillshoroughcounty.org

COMPANY NAME: Hernando County
 ADDRESS: 1525 East Zephyrus Street
 TELEPHONE: 352-754-4060
 CONTACT PERSON: David Bland
 CONTACT E-MAIL ADDRESS: traffic@co.hernando.fl.us

COMPANY NAME: Pasco County
 ADDRESS: 7536 State Street
 TELEPHONE: 727-847-8143 x 6519
 CONTACT PERSON: Patricia Lawther
 CONTACT E-MAIL ADDRESS: plawther@pascocountyfl.net

SPECIAL CONDITIONS

- A. TERMS OF CONTRACT**
The resulting contract will commence on award and be in effect until completion of the project.
- B. PROHIBITION OF CONTACT**
Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.
- C. REFERENCES**
Bidder must submit a minimum of three references on the form provided
- D. STATEMENT OF NO BID**
If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.
- E. BID FORMAT**
The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an "or equal": item is proposed, Proposer must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Proposal Date for evaluation as an acceptable substitution or an "or equal" item. If the substitution or the "or equal" item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the "or equal" item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or "or equal" equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.
- F. QUESTIONS**
Questions regarding this proposer packet must be received in writing in the Purchasing Division, **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Direct all questions to:
Gerald "Jed" Secory, MBA / CPPO / CPM
Purchasing Manager
 City of Naples, Purchasing Division
 735 8th Street South
 Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
 Jsecory@naplesgov.com

SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> Submit one (1) original signature and one (1) copy of to your original bid proposal / document <u>AND</u> a Windows© compatible PDF on a CD that is clearly labeled containing a copy of the original document. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, pricing/cost; and any information required of the proposer identified in the text of the bid. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Include any delivery information. 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages. 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> Be sure the bid proposal / document has been signed in original on the <u>Cover Sheet</u> page with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor. 	<input checked="" type="checkbox"/>
<p>The mailing envelope has been addressed to: City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102</p>	<input checked="" type="checkbox"/>
<p>The mailing envelope should be sealed and marked with: BID Number BID Title Closing Date</p>	<input checked="" type="checkbox"/>

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE ITB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

Scope of Work & Specifications

I - ROADWAY PAINTING

A. SCOPE OF WORK:

The scope of work consists of painting reflective traffic strips, including edge lines, to upgrade existing traffic markings, or initial painting applications on newly resurfaced roads in accordance with Section 710, and subsequent sections, of the current Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

B. MATERIALS:

1. Traffic Paint - The paint used for this work shall conform to the requirements of 971-12, or, at the contractor's option, fast dry traffic paint as specified in 971-13, may be used.
2. Glass Spheres (for reflective traffic paint) - Glass spheres shall conform to requirements of 971-14.

II - THERMOPLASTIC

A. SCOPE OF WORK:

The scope of work consists of placing traffic stripes and markings by method of extrusion for upgrading existing markings and/or initial thermoplastic applications on newly resurfaced roads in accordance with Section 711 and subsequent sections of the current Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

III - REMOVAL OF PAINT OR THERMOPLASTIC MARKINGS

A. SCOPE OF WORK:

Contractor is required to provide labor, equipment and material for the removal of pavement markings from various roadways to include edge lines, center lines, bike paths and symbols.

IV - TRAFFIC CONTROL AND LANE CLOSURES:

The Contractor shall provide all lane closures and all maintenance of traffic. The cost of traffic control and associated lane closures shall be included in the unit prices for the pavement marking services. The standards applicable to traffic control and lane closure shall be those minimum standards set forth by the Florida Department of Transportation as set forth in the FHWA Manual on Uniform Traffic Control Devices (MUTCD).

V - UNFORESEEN CONDITIONS:

In addition to the items identified in the bid schedule, the City reserves the right to negotiate with the successful bidder costs for additional items of work that may arise during the Contract period. These costs will be covered out of the "Unforeseen Conditions Allowance" included in the bid.

BID SCHEDULE

Bid pricing shall include mobilization, labor, materials, equipment and maintenance of traffic to provide pavement markings, as specified.

All work shall be completed in accordance with the 2010 Edition of the FDOT Standard Specifications for Road and Bridge Construction and the 2010 FDOT Design Standards for Design, Construction, Maintenance and Utility Operations On The State Highway System.

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO INSTALL (\$0-\$1,000)	UNIT PRICE TO INSTALL (\$1,000-\$5,000)	UNIT PRICE TO INSTALL (\$5,000 +)
1	PAINT (FDOT SEC. 710) ¹				
1a	8" SOLID	LF	\$ 1.00	\$.30	\$.25
1b	12" SOLID	LF	\$ 2.00	\$ 1.30	\$ 1.15
1c	18" SOLID	LF	\$ 3.00	\$ 1.90	\$ 1.65
1d	24" SOLID	LF	\$ 4.00	\$ 2.40	\$ 2.15
1e	MISC	SF	\$ 2.00	\$ 1.30	\$ 1.15
					\$

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO INSTALL (\$0-\$1,000)	UNIT PRICE TO INSTALL (\$1,000-\$5,000)	UNIT PRICE TO INSTALL (\$5,000 +)
2	PAINT SYMBOLS (FDOT SEC. 710) ¹				
2a	8' ARROW	EA	\$ 40.00	\$ 25.00	\$ 20.00
2b	8' DOUBLE ARROW	EA	\$ 60.00	\$ 50.00	\$ 40.00
2c	8' "ONLY"	EA	\$ 120.00	\$ 80.00	\$ 60.00
2d	8' "STOP"	EA	\$ 120.00	\$ 80.00	\$ 60.00
2e	8' "YIELD"	EA	\$ 130.00	\$ 90.00	\$ 70.00
2f	8' "SCHOOL"	EA	\$ 140.00	\$ 90.00	\$ 70.00
2g	HANDICAP	EA	\$ 50.00	\$ 40.00	\$ 35.00
2h	OTHER	EA	\$ 120.00	\$ 100.00	\$ 90.00

1 The min. wet film thickness for painted:

15 mils

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO INSTALL (\$0-\$1,000)	UNIT PRICE TO INSTALL (\$1,000-\$5,000)	UNIT PRICE TO INSTALL (\$5,000 +)
3	THERMOPLASTIC (FDOT SEC. 711) ²				
3a	6" SOLID	LF	\$.65	\$.55	\$.51
3b	12" SOLID	LF	\$ 2.00	\$ 1.70	\$ 1.40
3c	18" SOLID	LF	\$ 3.00	\$ 2.60	\$ 2.25
3d	24" SOLID	LF	\$ 4.00	\$ 3.50	\$ 3.00
3e	MISC	SF	\$ 2.00	\$ 1.70	\$ 1.40
					\$

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO INSTALL (\$0-\$1,000)	UNIT PRICE TO INSTALL (\$1,000-\$5,000)	UNIT PRICE TO INSTALL (\$5,000 +)
4	THERMOPLASTIC SYMBOLS (FDOT SEC. 711) ²				
4a	8' ARROW	EA	\$ 60.00	\$ 45.00	\$ 40.00
4b	8' DOUBLE ARROW	EA	\$ 80.00	\$ 65.00	\$ 60.00
4c	8' "ONLY"	EA	\$ 110.00	\$ 90.00	\$ 80.00
4d	8' "STOP"	EA	\$ 110.00	\$ 90.00	\$ 80.00
4e	8' "YIELD"	EA	\$ 120.00	\$ 100.00	\$ 90.00
4f	8' "SCHOOL"	EA	\$ 140.00	\$ 120.00	\$ 100.00
4g	HANDICAP	EA	\$ 90.00	\$ 75.00	\$ 70.00
4h	OTHER	EA	\$ 120.00	\$ 100.00	\$ 90.00

2 The min. average film thickness (thermoelastic): 0.090 inches

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO FURNISH & INSTALL (\$0-\$1,000)	UNIT PRICE TO FURNISH & INSTALL (\$1,000-\$5,000)	UNIT PRICE TO FURNISH & INSTALL (\$5,000 +)
5	REFLECTIVE PAVEMENT MARKING (FDOT SEC. 706)				
5a	WHITE	EA	\$ 3.00	\$ 2.25	\$ 2.15
5b	YELLOW	EA	\$ 3.00	\$ 2.25	\$ 2.15
5c	BLUE	EA	\$ 3.00	\$ 2.25	\$ 2.15
			UNIT PRICE TO FURNISH (\$0-\$1,000)	UNIT PRICE TO FURNISH (\$1,000-\$5,000)	UNIT PRICE TO FURNISH (\$5,000 +)
5d	WHITE	EA	\$.75	\$.65	\$.60
5e	YELLOW	EA	\$.75	\$.65	\$.60
5f	BLUE	EA	\$.75	\$.65	\$.60

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO FURNISH & INSTALL (\$0-\$1,000)	UNIT PRICE TO FURNISH & INSTALL (\$1,000-\$5,000)	UNIT PRICE TO FURNISH & INSTALL (\$5,000 +)
6	CONCRETE PARKING BLOCK				
6a	DOUBLE FACE W/ PINS	EA	\$ 60.00	\$ 60.00	\$ 40.00
6b	SINGLE FACE W/ PINS	EA	\$ 60.00	\$ 50.00	\$ 40.00
			UNIT PRICE TO FURNISH (\$0-\$1,000)	UNIT PRICE TO FURNISH (\$1,000-\$5,000)	UNIT PRICE TO FURNISH (\$5,000 +)
6d	DOUBLE FACE W/ PINS	EA	\$ 40.00	\$ 35.00	\$ 30.00
6e	SINGLE FACE W/ PINS	EA	\$ 40.00	\$ 35.00	\$ 30.00

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**CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FLORIDA 34102
PH: 239-213-7100 FX: 239-213-7105**

ADDENDUM NUMBER 1

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
03/26/13	Traffic Pavement Marking	029-13	04/05/2013 2:00PM

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

Below are written questions requesting clarification of the bid document.

1) Please let us know what your annual budget is for this project?

Answer: Our pavement management budget ranges from \$500,000 – \$1,000,000 but historically we have spent \$50,000-\$75,000 on re-stripping of those roads.

2) Is this contract primarily used for maintenance work or for new construction work?

Answer: This contract will be used for both maintenance work and new construction (overlay).

3) Do you do your own paving in house and use this contract for paint and thermoplastic?

Answer: We contract out our paving to pre-qualified pavement management contractors that were selected under a separate RFQ.

4) How much of the work mix is paint vs. thermoplastic?

Answer: It's about 50/50 because we usually have the company layout/paint and 30 days later come back to thermo everything.

5) Do you have quantities available from the last contract for the items that you ran?

Answer: No, I don't have last year's quantities. But, we did spend \$50,000. +

###

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

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 per Bid ITB 029-13 Bid Schedule; *Exhibit B-1, which is attached and made part of this Agreement*]:

END OF EXHIBIT B

BID SCHEDULE

Bid pricing shall include mobilization, labor, materials, equipment and maintenance of traffic to provide pavement markings, as specified.

All work shall be completed in accordance with the 2010 Edition of the FDOT Standard Specifications for Road and Bridge Construction and the 2010 FDOT Design Standards for Design, Construction, Maintenance and Utility Operations On The State Highway System.

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO INSTALL (\$0-\$1,000)	UNIT PRICE TO INSTALL (\$1,000-\$5,000)	UNIT PRICE TO INSTALL (\$5,000 +)
1	PAINT (FDOT SEC. 710) ¹				
1a	6" SOLID	LF	\$ 1.00	\$.30	\$.25
1b	12" SOLID	LF	\$ 2.00	\$ 1.30	\$ 1.15
1c	18" SOLID	LF	\$ 3.00	\$ 1.90	\$ 1.65
1d	24" SOLID	LF	\$ 4.00	\$ 2.40	\$ 2.15
1e	MISC	SF	\$ 2.00	\$ 1.30	\$ 1.15
					\$

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO INSTALL (\$0-\$1,000)	UNIT PRICE TO INSTALL (\$1,000-\$5,000)	UNIT PRICE TO INSTALL (\$5,000 +)
2	PAINT SYMBOLS (FDOT SEC. 710) ¹				
2a	8' ARROW	EA	\$ 40.00	\$ 25.00	\$ 20.00
2b	8' DOUBLE ARROW	EA	\$ 60.00	\$ 50.00	\$ 40.00
2c	8' "ONLY"	EA	\$ 120.00	\$ 80.00	\$ 60.00
2d	8' "STOP"	EA	\$ 120.00	\$ 80.00	\$ 60.00
2e	8' "YIELD"	EA	\$ 130.00	\$ 90.00	\$ 70.00
2f	8' "SCHOOL"	EA	\$ 140.00	\$ 90.00	\$ 70.00
2g	HANDICAP	EA	\$ 50.00	\$ 40.00	\$ 35.00
2h	OTHER	EA	\$ 120.00	\$ 100.00	\$ 90.00

1 The min. wet film thickness for painted:

15 mils

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO INSTALL (\$0-\$1,000)	UNIT PRICE TO INSTALL (\$1,000-\$5,000)	UNIT PRICE TO INSTALL (\$5,000 +)
3	THERMOPLASTIC (FDOT SEC. 711) ²				
3a	6" SOLID	LF	\$.65	\$.55	\$.51
3b	12" SOLID	LF	\$ 2.00	\$ 1.70	\$ 1.40
3c	18" SOLID	LF	\$ 3.00	\$ 2.60	\$ 2.25
3d	24" SOLID	LF	\$ 4.00	\$ 3.50	\$ 3.00
3e	MISC	SF	\$ 2.00	\$ 1.70	\$ 1.40
					\$

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO INSTALL (\$0-\$1,000)	UNIT PRICE TO INSTALL (\$1,000-\$5,000)	UNIT PRICE TO INSTALL (\$5,000 +)
4	THERMOPLASTIC SYMBOLS (FDOT SEC. 711) ²				
4a	8' ARROW	EA	\$ 60.00	\$ 45.00	\$ 40.00
4b	8' DOUBLE ARROW	EA	\$ 80.00	\$ 65.00	\$ 60.00
4c	8' "ONLY"	EA	\$ 110.00	\$ 90.00	\$ 80.00
4d	8' "STOP"	EA	\$ 110.00	\$ 90.00	\$ 80.00
4e	8' "YIELD"	EA	\$ 120.00	\$ 100.00	\$ 90.00
4f	8' "SCHOOL"	EA	\$ 140.00	\$ 120.00	\$ 100.00
4g	HANDICAP	EA	\$ 90.00	\$ 75.00	\$ 70.00
4h	OTHER	EA	\$ 120.00	\$ 100.00	\$ 90.00

2 The min. average film thickness (thermoplastic): 0.090 inches

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO FURNISH & INSTALL (\$0-\$1,000)	UNIT PRICE TO FURNISH & INSTALL (\$1,000-\$5,000)	UNIT PRICE TO FURNISH & INSTALL (\$5,000 +)
5	REFLECTIVE PAVEMENT MARKING (FDOT SEC. 706)				
5a	WHITE	EA	\$ 3.00	\$ 2.25	\$ 2.15
5b	YELLOW	EA	\$ 3.00	\$ 2.25	\$ 2.15
5c	BLUE	EA	\$ 3.00	\$ 2.25	\$ 2.15
			UNIT PRICE TO FURNISH (\$0-\$1,000)	UNIT PRICE TO FURNISH (\$1,000-\$5,000)	UNIT PRICE TO FURNISH (\$5,000 +)
5d	WHITE	EA	\$.75	\$.65	\$.60
5e	YELLOW	EA	\$.75	\$.65	\$.60
5f	BLUE	EA	\$.75	\$.65	\$.60

ITEM	DESCRIPTION	UNIT	UNIT PRICE TO FURNISH & INSTALL (\$0-\$1,000)	UNIT PRICE TO FURNISH & INSTALL (\$1,000-\$5,000)	UNIT PRICE TO FURNISH & INSTALL (\$5,000 +)
6	CONCRETE PARKING BLOCK				
6a	DOUBLE FACE W/ PINS	EA	\$ 60.00	\$ 60.00	\$ 40.00
6b	SINGLE FACE W/ PINS	EA	\$ 60.00	\$ 50.00	\$ 40.00
			UNIT PRICE TO FURNISH (\$0-\$1,000)	UNIT PRICE TO FURNISH (\$1,000-\$5,000)	UNIT PRICE TO FURNISH (\$5,000 +)
6d	DOUBLE FACE W/ PINS	EA	\$ 40.00	\$ 35.00	\$ 30.00
6e	SINGLE FACE W/ PINS	EA	\$ 40.00	\$ 35.00	\$ 30.00

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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 ACORD 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.

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

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 029-13

Contract No. _____

Project Name Traffic Pavement Marking

THIS AGREEMENT (the "Agreement") is made and entered into this **May 1, 2013**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and AKCA Incorporated, an Ohio corporation, located at: 4603 Reece Road; Plant City, Florida 33566, (the "CONTRACTOR").

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 bid, ITB 029-13 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 **Traffic Pavement Marking** and may be more fully described in the ITB 029-13 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

