

CITY OF NAPLES, FLORIDA
AGREEMENT
(SERVICES)

Bid/Proposal No. **14-035**

Clerk Tracking No. *14-00053*

Project Name: **(WWTP) Waste Water Treatment Plant - East Chlorine Contact Chamber Restoration and Coating Project**

THIS AGREEMENT (the "Agreement") is made and entered into this 7th day of May, 2014, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Cypress Construction & Coating, Incorporated**, a Florida Profit Corporation, located at: **3611 Lee Boulevard; Lehigh Acres, Florida 33971** (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 an **(ITB) Invitation to Bid No. 14-035** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of 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 **(WWTP) Waste Water Treatment Plant - East Chlorine Contact Chamber Restoration and Coating Project** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the 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 employee 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 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 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, sub-consultants 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 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 **Substantial Completion of 30 days from the Notice to Proceed and Final Completion of 30 days from Substantial Completion. Project Close Out shall be performed within 60 days of Final Completion.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then

the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

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

3.5 Liquidated Damages: (N/A) Not applicable to this Agreement.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety (check) one

_____ has been recorded in the public records of the County,

_____ prior to commencement of work, will be recorded in the public records of the County, or

XXX is waived.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is **\$60,067.00 that includes a \$5,000.00 CITY controlled Contingency** 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:

Cypress Construction & Coating, Incorporated
P.O. Box 895

Lehigh Acres, Florida 33970
Attention: **Jim Boggs**, Vice President
FEI/EIN Number: 65-0404168 (State: FL)

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**.

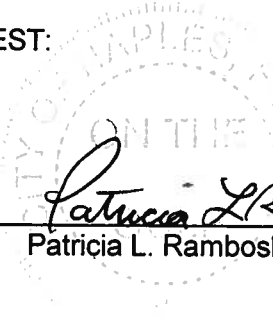
14.8. To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

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:

Cypress Construction & Coating, Incorporated
P.O. Box 895
Lehigh Acres, Florida 33970
Attention: **Jim Boggs**, Vice President
FEI/EIN Number: 65-0404168 (State: FL)

Dezadia Montero
Witness
DEZADIA MONTERO
Printed Witness Name

By: [Signature]
Its: V. President

(CORPORATE SEAL)

Services Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Exhibit A-1 which is attached and made a part of this Agreement and those set out in the Vendor's Submittal of (ITB) Invitation To Bid No.14-035, titled (WRF) Water Reclamation Facility - East Chlorine Contact Chamber Restoration and Coating Project herein referenced and made a part of this Agreement.

END OF EXHIBIT A

SECTION 01010
SUMMARY OF WORK AND SCOPE OF SERVICES

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The completed Work will provide Owner with a smooth and slick protective coating on the East Chlorine Contact Chamber at City's 10 MGD Water Reclamation Facility (WRF), 1400 3rd Avenue North, Naples, Florida 34102. The work to be performed includes the following major tasks:

1. **AREAS TO BE TREATED:**
 - a. The East Chlorine Contact Chamber interior surfaces: All surfaces are currently coated with coal tar epoxy; floors, walls, and wall caps.
2. **PUMP SUMP FOR CHAMBER EFFLUENT:**
 - a. Cut in a pump sump in the concrete floor at the effluent end of the East Chlorine Contact Chamber, approximately three (3) inches deep, three (3) feet out from the effluent wall, and the width of the effluent chamber (~9'6").
 - b. Make necessary concrete repairs (rock pockets) to the pump sump using Tnemec Series #217 Mortarcrete (deeper than ¼ inch), Tenemec Series #215 Mortarclad (up to ¼ inch deep); to provide a smooth, even finish.
3. **WALL CAPS:**
 - a. Remove all cracked and loose material on Wall Caps, clean surfaces thoroughly, and make necessary concrete repairs (rock pockets) to the wall caps using Tnemec Series #217 Mortarcrete (deeper than ¼ inch), Tenemec Series #215 Mortarclad (up to ¼ inch deep); to provide a smooth, even finish.
4. **SURFACE PREPARATION:**
 - a. All Concrete Surfaces to be Painted: Remove all contaminants in accordance with SSPC-SP13. Remove all poorly adhered existing coatings and prepare surfaces to meet an ICRI CSP 3 Condition.
 - b. Make necessary concrete repairs (rock pockets), using Tnemec Series #217 Mortarcrete (deeper than ¼ inch), Tenemec Series #215 Mortarclad (up to ¼ inch deep); to provide a smooth, even finish.

5. PAINTING:

- a. PRIMER COAT: The Chamber Floor and the Lower three (3) feet of all wall surfaces shall receive a coat of Kosters Moisture Mitigating Epoxy, applied in strict compliance with the Manufacturer's Recommendations and Product Data Sheet.
- b. SURFACER COAT: All surfaces to be coated with Tnemec Series #201 Epoxoprime mixed with Fumed Silica to create a paste, then applied to fill bug holes, cracks, and voids. All surfaces shall be smooth and free of any voids.
- c. FIRST COAT: All surfaces to be painted with Tnemec Series #104, Beige HS Epoxy, applied at the rate of 8.0 to 10.0 mils DFT.
- d. FINISH COAT: All surfaces to be painted with Tnemec Series #104, Gray HS Epoxy, applied at the rate of 8.0 to 10.0 mils DFT.

6. COATING APPLICATIONS:

- a. Product Manufacturer's Standards and Recommendations shall be strictly adhered to throughout the project. Strict detail shall be followed for surfaces preparation, application techniques, timelines for applications and set times, and any testing requirements.

7. MOBILIZATION/DEMOBILIZATION:

- a. General Description: Perform preparatory work and operations in mobilizing for beginning work on the project.
- b. What Pay Items Includes: This item shall include, but is not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. This pay item includes, but is not limited to, all necessary engineering surveys for construction to establish reference points, which may be necessary to proceed with the Work. This project will require the contractor to field verify all measurements and provide accurate submittals of all materials and descriptions of ways and means of installation prior to any fabrications and/or installation.
- c. Include the cost of bonds and/or any insurance if required, and any other pre-construction expense necessary for the start of work, excluding the cost of construction materials.
- d. Payment Determination: Payment for mobilization will be made for at the Contract Lump Sum Price, not to exceed 5% of other bid items.

PART 2 PRODUCTS

- A. Per Florida Protective Coatings Consultants Scope of work: Chlorine Contact Chamber and Tnemec Product Data Sheets Series 104. Page 4-8 of Exhibit A.

PART 3 EXECUTION

- A. Scheduling of all work shall be coordinated with the Water Reclamation Facility Supervisor, and start of work will be dependent on Plant flows and weather conditions.
- B. The Water Reclamation Facility is a secure complex and access to the site shall be coordinated through the Plant Supervisor.
- C. The East Chlorine Contact Chamber Influent Weir Gate does not seal 100% and will require leak remediation by the contractor prior to start of work.
- D. The contact chamber drains shall be sealed off prior to start of work to prevent any debris from entering drain lines.
- E. The contractor shall be responsible for the removal and disposal of all debris from the site.
- F. The contractor shall utilize Best Management Practices to minimize dust, paint, and blast material from entering any adjacent treatment areas.
- G. The contractor shall utilize Best Management Practices to prevent over-blast of all non-specified surfaces.
- H. Precise adherence to all Material's Product Data Sheets and Surface Preparation and Application Guides shall be strictly followed throughout the project.
- I. Each step of the surface preparation and coating applications must be approved by the Water Reclamation Facility Supervisor prior to continuation to next process.
- J. The work site shall be kept clean and neat at all times.
- K. The contractor shall provide close coordination and inspections with the local Tnemec product representative on site throughout the project to assure all standards are followed precisely.
- L. The contractor shall provide all equipment, labor, material and supplies for a complete finished project.
- M. The contractor shall provide a one (1) year warranty against delaminating, chipping, and cracking to all areas within the project's scope of work.
- N. Contractor must be experienced in Industrial Coatings for the past five years.
- O. Contractor must submit a list of at least three similar Industrial Coating Projects with their proposal, including: complete customer reference contact information, Industrial Coating representative references associated with said projects, and an estimated timeline from start of project to completion, on included bid forms.

END OF SECTION

FLORIDA PROTECTIVE COATINGS CONSULTANTS, INC.
INDEPENDENT REPRESENTATIVE OF TNE MEC COMPANY INCORPORATED

250 WAYMONT COURT, SUITE 210 LAKE MARY, FL 32746 TEL: 407-322-1243 FAX: 407-322-1245 WWW.INEMEC.COM

Scope of work: Chlorine Contact Chamber

Surface Preparation:

1. Concrete Surfaces to be painted - remove all contaminants in accordance with SSPC- SP13. Remove all poorly adhered existing coatings and prepare surface to meet an ICRI CSP 3 condition.
2. Make necessary concrete repairs (rock pockets) using Tnemec Series #217 Mortarcrete (deeper than 1/4 inch), Series # 215 Mortarclad (up to ¼ inch deep).

Painting:

1. Primer Coat-
 - a.) Floor and lower 3 vertical feet of wall surface shall receive a coat of Kosters moisture mitigating epoxy applied according to the manufactures Product Data Sheet.
 - b.) Surfacer Coat – all surfaces to be coated with Tnemec Series # 201 Epoxoprime mixed with Fumed Silica to create a paste then applied to fill bug holes, cracks, and voids.
2. First Coat – all surfaces to be painted with Tnemec Series # 104- Beige HS Epoxy, applied at the rate of 8.0 to 10.0 mils DFT.
3. Finish Coat – all surfaces to be painted with Tnemec Series #104- Gray HS Epoxy, applied at the rate of 8.0 to 10.0 mils DFT.



PRODUCT DATA SHEET

H.S. EPOXY SERIES 104

PRODUCT PROFILE

GENERIC DESCRIPTION	Cycloaliphatic Amine Epoxy
COMMON USAGE	Versatile coating applies up to 10 mils per coat on steel or concrete. Protects in immersion, salt spray and chemical exposures. Superior abrasion- and stain-resistance.
COLORS	Primer: 1211 Red. Topcoat: Refer to Tnemec Color Guide. Note: Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.
FINISH	Semi-gloss. Gloss can vary with texture, porosity of substrate and thickness of film.
SPECIAL QUALIFICATIONS	Conforms to the performance requirements of AWWA C 210 (not for potable water contact).
PERFORMANCE CRITERIA	Extensive test data available. Contact your Tnemec representative for specific test results.

COATING SYSTEM

PRIMERS	Steel: Self-priming or Series 66, L69, L69F, N69, N69F, V69, V69F, 90E-92, 90-97, 90G-1K97, 161 Concrete: Self-priming or Series 215, 218. CMU: Self-priming or Series 130, 215, 218
TOPCOATS	Series 66, L69, L69F, N69, N69F, V69, V69F, 73, 104, 1074, 1074U, 1075, 1075U Refer to COLORS on applicable topcoat data sheets for additional information. Note: When topcoating with Endura-Shield polyurethane finish, exterior exposed Series 104 has the following maximum time to recoat: Series 73, 1074, 1074U, 1075 or 1075U, 60 days. If this time is exceeded, an epoxy intermediate coat or scarification is required before topcoating. Refer to appropriate topcoat data sheet for additional information.

SURFACE PREPARATION

STEEL	Immersion Service: SSPC-SP10/NACE 2 Near White Blast Cleaning with a minimum angular anchor profile of 2.0 mils Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 2.0 mils
CONCRETE	Allow new concrete to cure for 28 days. Abrasive blast referencing SSPC-SP13/NACE 6, ICRI-CSP3-5 Surface Preparation of Concrete and Tnemec's Surface Preparation and Application Guide.
CMU	Allow mortar to cure for 28 days. Level protrusions and mortar spatter.
PRIMED SURFACES	Immersion Service: Scarify the surface before topcoating if the Series 66, L69, L69F, N69, N69F, V69, V69F, 104 or 161 prime coat has been exterior exposed for 14 days or longer.
ALL SURFACES	Must be clean, dry and free of oil, grease, chalk and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS	82.0 ± 2.0% (mixed) †								
RECOMMENDED DFT	4.0 to 10.0 mils (100 to 255 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.								
CURING TIME	<table border="1"> <thead> <tr> <th>Temperature</th> <th>To Handle</th> <th>To Recoat</th> <th>Immersion</th> </tr> </thead> <tbody> <tr> <td>75°F (24°C)</td> <td>6 hours at 4.0 mils (100 microns) DFT 10 hours at 10.0 mils (255 microns) DFT</td> <td>16-18 hours</td> <td>7 days</td> </tr> </tbody> </table> <p>Curing time varies with surface temperature, air movement, humidity and film thickness.</p>	Temperature	To Handle	To Recoat	Immersion	75°F (24°C)	6 hours at 4.0 mils (100 microns) DFT 10 hours at 10.0 mils (255 microns) DFT	16-18 hours	7 days
Temperature	To Handle	To Recoat	Immersion						
75°F (24°C)	6 hours at 4.0 mils (100 microns) DFT 10 hours at 10.0 mils (255 microns) DFT	16-18 hours	7 days						
VOLATILE ORGANIC COMPOUNDS	EPA Method 24 † Unthinned: 0.80 lbs/gallon (96 grams/litre) Thinned 10% (No. 2 Thinner): 1.92 lbs/gallon (230 grams/litre) Thinned 10% (No. 49 Thinner): 0.80 lbs/gallon (96 grams/litre)								
HAPS	Unthinned: 1.60 lbs/gal solids Thinned 10% (No. 2 Thinner): 2.50 lbs/gal solids Thinned 10% (No. 49 Thinner): 1.60 lbs/gal solids								
THEORETICAL COVERAGE	1,315 mil sq ft/gal (32.3 m ² /L at 25 microns). See APPLICATION for coverage rates. †								
NUMBER OF COMPONENTS	Two: Part A (amine) and Part B (epoxy).								
PACKAGING	5 gallon (18.9L) pails and 1 gallon (3.79L) cans — Order in multiples of 2.								
NET WEIGHT PER GALLON	14.70 ± 0.25 lbs (6.67 ± .11 kg) (mixed) †								
STORAGE TEMPERATURE	Minimum 20°F (-7°C) Maximum 120°F (49°C) For optimum application properties, material temperature must be above 60°F (16°C) prior to application.								
TEMPERATURE RESISTANCE	(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)								
SHelf LIFE	Part A: 24 months; Part B: 12 months at recommended storage temperature.								
FLASH POINT - SETA	Part A & Part B: 81°F (27°C)								
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.								

H.S. EPOXY | SERIES 104

APPLICATION

COVERAGE RATES

	Dry MILS (Microns)	Wet MILS (Microns)	Sq Ft/Gal (m ² /Gal)
Minimum	4.0 (100)	5.0 (125)	329 (30.5)
Maximum	10.0 (255)	12.0 (305)	131 (12.2)

Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Power mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components must be above 60°F (16°C) prior to mixing. Mixing ratio is one to one by volume. A large volume of material will set up quickly if not applied or reduced in volume. **Caution: Do not reseal mixed material. An explosion hazard may be created.**

THINNING

Use No. 2 Thinner. For air spray, airless spray or roller, thin up to 10% or 3/4 pint (380 mL) per gallon. Thin up to 10% or 3/4 pint (380 mL) per gallon with No. 49 Thinner when required by air pollution regulations.

POT LIFE

2 1/2 hours at 60°F (16°C) 2 hours at 77°F (25°C) 1 hour at 100°F (38°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	60-90 psi (4.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.021" (380-535 microns)	3000-3800 psi (207-262 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Note: Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

Roller: Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic woven nap covers. **Note:** Two or more coats may be required to obtain recommended film thicknesses.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes. **Note:** Two or more coats may be required to obtain recommended film thicknesses.

SURFACE TEMPERATURE

Minimum 60°F (16°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or xylol.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com


StrataShield

PRODUCT DATA SHEET

EPOXOPRIME® SERIES 201

PRODUCT PROFILE

GENERIC DESCRIPTION	Modified Polyamine Epoxy
COMMON USAGE	High-solids moisture tolerant epoxy used for priming concrete, wood and drywall. Also as a stand-alone one-coat clear floor sealer.
COLORS	Clear. Note: Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.

COATING SYSTEM

SURFACER/FILLER/PATCHER	Series 63-1500, 130, 218, 219 Note: A repair kit of 201, with Part C fumed silica, is available for small patching/surfacing repairs. For more extensive repairs and additional information, contact your Tnemec representative or Tnemec Technical Services.
TOPCOATS	Series 201, 206, 210, 222, 223, 224, 237, 238, 239, 270, 273, 275, 280, 281, 282, 434, 435, 436. Note: Refer to the applicable topcoat data sheet for color availability and additional information.

SURFACE PREPARATION

	Prepare surfaces by method suitable for exposure and service.
HORIZONTAL CONCRETE	Allow new concrete to cure 28 days. Verify dryness by testing for moisture with a "plastic film tapedown test" (Reference ASTM D 4263). Should moisture be detected, perform "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (Reference ASTM F 1869). Moisture content not to exceed three pounds per 1,000 sq ft in a 24 hour period. Shot-blast or mechanically abrade to remove laitance, curing compounds, hardeners and other contaminants and to provide surface profile (Reference SSPC-SP13, ICRI CSP 3 thru 9). Large voids and other cavities should be filled with recommended filler or surfer.
VERTICAL CONCRETE	Allow new concrete to cure 28 days. Abrasive blast or mechanically abrade concrete to remove laitance, form release agents, curing compounds, hardeners, sealers and other contaminants and to provide surface profile (Reference SSPC-SP13).
CMU	Allow new mortar to cure 28 days. Surfaces must be clean, dry, sound and free of all contaminants. Level all protrusions and mortar spatter.
DRYWALL	Sand joint compound smooth and feather edge.
WOOD	Sand rough areas. Seal knots and pitch pockets. Fill cracks and nail holes before primer is topcoated.
PAINTED SURFACES	Contact your Tnemec representative.
ALL SURFACES	Must be clean, relatively dry and free of oil, grease, curing compounds/sealers, hardeners and other contaminants. Application will tolerate residual dampness from surface preparation process but not puddled water, glistening concrete or inherently wet concrete.

TECHNICAL DATA

VOLUME SOLIDS	100% (mixed)
RECOMMENDED DFT	Concrete: Horizontal: 6.0 to 12.0 mils (150 to 305 microns) per coat. Vertical - 4.0 to 6.0 mils (100 to 150 microns) per coat. Drywall & Wood: 4.0 to 6.0 mils (100 to 150 microns) per coat—two coats applied at 30 to 45 minute intervals.
CURING TIME	

Temperature	Maximum Recoat Time	To Place in Service
75°F (24°C)	24 hours	24 hours

Curing time varies with surface temperature, air movement, humidity and film thickness.

Ventilation: When used as a tank lining or in enclosed areas, provide adequate ventilation during application and cure. Reference ventilation guidelines contained in the latest edition of AWWA D 102. **Note:** If Series 201 is used as the primer for a mortar system, the mortar application should take place while the Series 201 is still tacky, typically up to four hours, otherwise, aggregate should be lightly broadcast into the primer so to provide tooth to hold the mortar in place when spread. When the Series 201 is used as a vertical or horizontal primer for a thin film system, the 201 should be allowed to dry hard without exceeding the 24 hour recoat window. If Series 201 is used as the primer for the Series 270 or 275 Stranlok system, the Series 201 should be allowed to tack up for approximately one to four hours depending upon temperature but not allowed to dry hard.

VOLATILE ORGANIC COMPOUNDS	Unthinned: 0.24 lbs/gallon (28 grams/litre) Thinned 5% (No. 2 Thinner): 0.57 lbs/gallon (68 grams/litre) Thinned 5% (No. 42 Thinner): 0.55 lbs/gallon (65 grams/litre)
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HAPS	Unthinned: 0.0 lbs/gal solids Thinned 5% (No. 2 Thinner): 0.37 lbs/gal solids Thinned 5% (No. 42 Thinner): 0.0 lbs/gal solids
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THEORETICAL COVERAGE 1,604 mil sq ft/gal (39.4 m²/L at 25 microns). See APPLICATION for coverage rates.

NUMBER OF COMPONENTS Two: Part A and Part B (2 Parts A to 1 Part B by volume)

PACKAGING

	PART A	PART B	Yield (mixed)
Extra Large Kit	2-55 gallon drums	1-55 gallon drum	165 gallons
Large Kit	2-5 gallon pails	1-5 gallon pail	15 gallons
Small Kit	2-1 gallon cans	1-1 gallon can	3 gallons

EPOXOPRIME® | SERIES 201

NET WEIGHT PER GALLON	9.50 ± 0.25 lbs (4.31 ± .11 kg) (mixed)
STORAGE TEMPERATURE	Minimum 40°F (4°C) Maximum 90°F (32°C) Note: Material should be stored at temperatures between 70°F and 90°F (21°C and 32°C) for at least 48 hours prior to use.
TEMPERATURE RESISTANCE	(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)
SHelf LIFE	12 months at recommended storage temperature.
FLASH POINT - SETA	N/A
HEALTH & SAFETY	This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.

APPLICATION

COVERAGE RATES Before commencing, obtain and thoroughly read the StrataShield Installation and Application Guide for floors.

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m ² /Gal)
Horizontal	6.0-12.0 (150-305)	6.0-12.0 (150-305)	134-267 (12.2-24.8)
Vertical	4.0-6.0 (100-150)	4.0-6.0 (100-150)	267-401 (24.8-37.3)

Allow for overspray and surface irregularities and waste. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.

MIXING Use a variable speed drill with a PS Jiffy blade. Slowly mix 2 parts A component, and while under agitation add 1 part B component and mix for a minimum of two minutes. Ensure that all Part B is blended with Part A by scraping the pail walls with a flexible spatula.
Note: A large volume of material will set up quickly if not applied or reduced in volume.
Caution: Do not reseal mixed material. An explosion hazard may be created.

THINNING Normally not required. May thin up to 5% or 1/4 pint (190 mL) to improve application properties. Brush and roll applications use No. 2 Thinner. Spray applications use No. 42 Thinner.

POT LIFE 25 to 30 minutes at 75°F (24°C)
Material temperatures above 90°F (32°C) will significantly reduce the pot life.

APPLICATION EQUIPMENT Brush, roller, squeegee and airless spray.
Roller: Use high quality 3/8" to 1/2" woven nap, shed resistant, roller cover.
Brush: Use high quality synthetic or nylon bristle brush.
Horizontal: Squeegee and backroll. Brush small areas only.
Vertical: Roll, spray and backroll or airless spray based on substrate conditions. Brush small areas only.
Spray application equipment includes a Graco "King" 45:1 or 56:1 airless spray pump or other airless spray equipment of equal or greater configuration and capability. Pump assembly should include a moisture trap and oiler, air regulator with gauge and fluid outlet drain valve. When spraying these nonfibered coatings, a high pressure manifold and 60 mesh filter is recommended. Use a 3/8" to 1/2" I.D. material hose (4,000-5,000 psi working pressure rating). A Graco silver gun or equivalent may be used. The preferred tips with orifices ranging from .019" to .033" should be mounted in a Graco H.D. RAC Housing/Guard assembly. The suggested operating air pressure is 80 to 90 psi. **Spraying should be considered as a means to transfer the material to the surface and should be followed by backrolling.**

SURFACE TEMPERATURE Minimum of 55°F (13°C), optimum 65°F to 80°F (18°C to 27°C), maximum of 90°F (32°C). The substrate temperature should be at least 5°F (3°C) above the dew point.

MATERIAL TEMPERATURE For optimum application, handling and performance the material temperature during application should be between 70°F and 90°F (21°C and 32°C). Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

CLEANUP Flush and clean all equipment immediately after use with xylene or MEK.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B, which is attached and made part of this Agreement. The CITY is adding a separate \$5,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$60,067.00.

Retainage: (N/A) Not applicable to this Agreement.

COST SCHEDULE

NAME OF BIDDER: CYPRESS Construction & Coating, Inc

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
1	Mobilization/ Demobilization	1	LS	\$ 1,000	\$ 1,000
2	Restoration & Coating of East Chlorine Contact Chamber as Specified Herein	1	LS	\$ 54,067	\$ 54,067
Total Price for the Contract (Sum of Items 1 & 2):					\$ 55,067

Total Price for the Contract (Sum of Items 1 & 2) in Words:

Fifty five thousand sixty seven dollars

CONTACT INFORMATION

Company Representative
Signature(s): [Signature]

Printed Name and
Title: JEFFERY WESTRICK, PRESIDENT

Company Name: CYPRESS CONSTRUCTION & COATING, INC.

Address: P.O. BOX 895, LETHISH ACRES FL 33970

Telephone#: 239.303.3250

Email: JEFF@Cypresscc.net

EIN: 65-0404168 Contractor Licensed to perform work in Collier County?

Contractor License#: _____

This form must be completed and submitted with Bid Proposal

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 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-1through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Vice President of the Cypress Construction & Coating, Incorporated** company ("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.

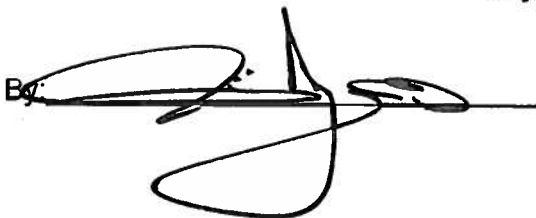
4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in 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 5 day of May, 2014.

By: 

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 5th day of May, 2014.

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

DEOCADIA Montero
Print Name: _____
[Signature]

NOTARY PUBLIC - STATE
OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)

