

**CITY OF NAPLES, FLORIDA
AGREEMENT
(SERVICES)**

Bid/Proposal No. **RFP No. 19-051**
Clerk Tracking No. 2019-00205
Project Name: **Sandblasting, Painting, Coating Services**

THIS AGREEMENT (the "Agreement") is made and entered into this **18th day of September 2019** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Restoration & Protective Solutions, LLC.**, a Florida Limited Liability Company authorized to do business in Florida that is located at: **12705 Tamiami Trail; Punta Gorda, Florida 33955** (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a **Proposal No. RFP 19-051** 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 the CONTRACTOR are generally described as **Sandblasting, Painting, Coating Services** 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, registration, 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. The 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 the 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 the CONTRACTOR hereunder, and the 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 including those requirements set out in ARTICLE FIVE, below.

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 that 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 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 Projects assigned to this Agreement and **shall be performed through March 31, 2023** with the mutually agreed upon option between the CITY and CONTRACTOR of two (2) one-year renewals. 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: Not applicable to this Agreement.

3.6 Bond. Not applicable to this Agreement.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed a Department's Annual Adopted Budget with an estimated annual expenditure of **\$450,000.00 for the Library of four Sandblasting, Painting, Coating Services CONTRACTORS** 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.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

(a) Keep and maintain public records required by the CITY to perform the service.

(b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

(d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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, all 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. The 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 days 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: **Charles T. Chapman IV**, 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:

Restoration & Protective Solutions, LLC
12705 Tamiami Trail; Punta Gorda, Florida 33955
Attention: **Peter A. Giustina II**, Manager Member FEI/EIN Number: On File

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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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.

14.9 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

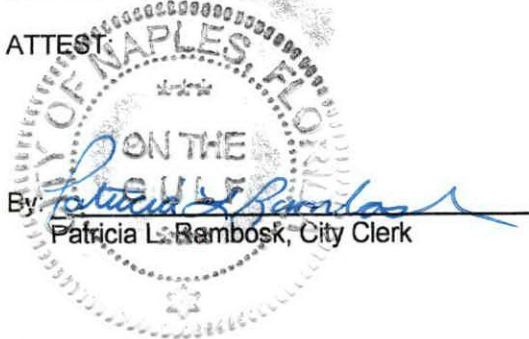
ARTICLE FIFTEEN APPLICABLE LAW

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.

END OF ARTICLE PAGE

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: Charles T. Chapman IV
Charles T. Chapman IV, City Manager

Approved as to form
and legal sufficiency:

By: James D. Fox
James D. Fox, City Attorney

CONTRACTOR:

RESTORATION & PROTECTIVE SOLUTIONS, LLC
12705 Tamiami Trail
Punta Gorda, Florida 33955
Attention: **Peter A. Giustina II**, Manager Member

CONTRACTOR:

[Signature]
Witness

JEFF KINGLING
Witness Printed Name

By: [Signature]

Printed Name: Peter Giustina II

Title: Manager Member

FEI/EIN Number: On File
Florida Limited Liability Company (FL)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Proposal, any Issued Addendum(s)(one) and Vendor's Submittal of (RFP) Request For Proposal No.19-051, titled Sandblasting, Painting, Coating Services herein referenced and made a part of this Agreement.

END OF EXHIBIT A

**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:
7/22/19	Sandblasting, Painting, Coating Services	19-051	8/13/2019 2:00PM

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

The following answer to written submitted questions:

1. The RFP has no request for a pricing structure or unit rates. Question: How will you determine the successful contractor? Will there be a request for proposal for each project the City wants to perform?

RESPONSE: The submittal is required to include a "5-TAB" document in which Tab 4 will include the proposer's labor and equipment rates. The proposer is responsible for providing their own rates applicable to their company. The labor and equipment rates will be evaluated by the evaluation committee.

Upon multiple contractors being awarded an annual contract under this RFP, staff will typically request quotes pursuant to these annual contracts for specific projects. The quotes provided by the awarded contractors will utilize their labor/equipment rates being submitted as part of this RFP.

2. The RFP has no qualification nor evaluation of the contractors bidding this project. Question: How will you determine the qualified contractor without this information?

RESPONSE: See page 31 of the RFP; "TAB 2 - "Qualifications".

3. RFP General Conditions Item 40. Cost Reimbursement. Question: No overhead and profit is allowed on the material cost?

RESPONSE: See page 34 of the RFP; "TAB 4 - Compensation Schedule".

4. RFP Special Conditions: F Security/Bid Bond? Question: Item F: Is there a bid bond required with this proposal and for what amount?

RESPONSE: No Bid Bond required for this RFP.

5. Submission Check list. Page 14 of 34 Question: Please give us references in the bid documents that are relevant to these check list items?

RESPONSE: Page 14 is a general reminder for each bidder to adhere to all requirements of the RFP. It shall be the bidder's responsibility to ensure all information is included and accounted for.

6. Page 23 City of Naples, FL Sandblasting, Painting, Coating Services. Question: Sheet 26 of 34 l.: Second Paragraph "Contractor shall provide a rate sheet". There is not a rate sheet in the proposal, please provide one.?

RESPONSE: The bidder is responsible for drafting their rate sheet applicable for this solicitation.

7. City of Naples, FL Sandblasting, Painting, Coating Services. Sheet 27 of 34: Parts, Materials and equipment rental Markups is 10%. Question: What is the allowable mark up on Labor?

RESPONSE: Typically, the allowable mark-up for subcontracted labor is comparable or the same as material mark-up.

8. City of Naples, FL Sandblasting, Painting, Coating Services. Sheet 29 of 34: L. Insurance \$ 5 Mill. Umbrella Policy. Question: Southland Painting has an additional \$ 4 Mill. Policy, increasing this will be very expensive. Please confirm this requirement.

RESPONSE: Confirmed.

9. City of Naples, FL Sandblasting, Painting, Coating Services. Sheet 31 of 34: Note highlighted in Yellow "There is a 30 printed page maximum for the information below. Question: There is no attachment on this Request for proposal. Please review and respond.

RESPONSE: This statement refers to each bidder's proposal; each proposal being submitted under this solicitation shall be limited to 30 pages.

###

City of Naples, FL

Sandblasting, Painting, Coating Services

RFP No. 19-051

A. INTRODUCTION

The City of Naples desires to enter into a contractual relationship with contractors capable of providing protective coating services including structural repairs, concrete protection, steel protection, and rehabilitation of water and wastewater piping, buildings, structures and tanks utilizing modified epoxy protective coatings and any related services as required by the City on either an as needed basis or on a periodic basis for the City of Naples.

The award of contract(s) shall be based on the selection committees' overall ranking. The City reserves the right to award this contract through an approach which best serves the interest of the City; i.e., to a single vendor, multiple vendors, or by a primary/secondary vendor basis, or on a category-by-category basis.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this Request For Proposal (RFP) will be annual contracts that will be utilized only in the event of specified tasks being issued. As such, no compensation will accrue to the contractor unless and until the contract is utilized in anticipation of a requested task. Potential contractors are solely responsible for their own costs of developing the proposal associated with this RFP.

B. BACKGROUND

The City of Naples operating, and capital budgets include appropriated funds for the purpose of general maintenance that includes contracted services for the application of protective coating services.

C. SCOPE

The purpose of this RFP is to obtain competitive pricing for qualified contractors in order to obtain annual contracts for general protective coating services for those facilities owned by the City. Those services would include, but not be limited to, structural repairs, concrete protection, and rehabilitation of water and wastewater piping buildings, structures and tanks utilizing modified epoxy protective coatings and any related services as required by the City.

The specifications contained herein describe the general scope of the work for structural repairs and the application of protective coatings to water and wastewater system facilities and infrastructure.

D. DESCRIPTION OF THE SERVICE

The awarded proposers will be invited to participate in quoting specific projects as they become available. Specifications describing the work will be supplied by the City for each project that arises. Work will include structural repairs and the application of protective

coatings in a variety of settings. The project locations shall primarily be the City Water Plant, Wastewater Plant, Port Royal Tank Site, East Naples Tank Site, Solana Road Tank Site, and any remote pumping sites. Secondary locations shall include any and all other facilities operated and owned by the City of Naples. Typical facilities would include locations, but not be limited to, rehabilitation work in sewage plant structures, water plant structures, tanks, trains, clarifiers, contact basins, digesters, headworks, grit chambers, containment units, and other water and wastewater processing systems utilizing protective coatings

There will usually be very limited access into the tanks, whether they are above ground or below and, as a result, the work will take place in areas defined by the Occupational Safety and Health Administration (OSHA) as an enclosed space. The dimensions of the tanks will vary depending on functions and locations, but typically horizontal dimensions exceed 80' and depths exceed 20'. The work will involve preparation of surfaces by sandblasting, grit blasting or high-pressure water blasting as required for each particular project and may also involve chemical disinfection. Structural concrete repairs by troweling, gunite, or other specified method of epoxy or cementitious compounds are generally required, as applicable. A protective coating is then applied by either rolling or spraying. The protective coating will normally be a two-part, 100% solids, no-solvents, epoxy.

After completion of the work, the successful vendor shall thoroughly clean the inside of the tank and any surrounding affected areas of all grit, debris, and material residue, and properly dispose of such.

When regular work under this contract is required, the City shall notify the contractor regarding the location and general nature of work, and will issue the proper work orders, purchase orders, and instructions for the execution of the work. In general, the work under this contract will be related, but not strictly limited, to that which is characteristic of protective coating applications within the municipality and its facilities.

The City of Naples seeks to establish contractual arrangements with at least two (2) or more qualified contractors, on an as needed basis, for a three-year period, with the City's option to renew for two additional one-year periods, to provide general concrete and steel rehabilitation, painting and coating services.

E. PRODUCTS TO BE APPLIED

The concrete repair and patching material, underlayment and primer used shall be of the same manufacturer and/or compatible with the applied coating.

Products Furnished by the Vendor

The type of protective coating shall be determined based on the application required in the in future spot market competition. This shall be determined by specific factors

such as application, abrasion, adhesion, structure to be coated, allowable shut down time of facility, NSF approval for contact with drinking water, compatibility with existing coating for spot repairs, level of hydrogen sulfide gas chemical resistance, bond strength, humidity level in enclosed spaces and other factors.

Each payment executed under this contract will identify the level of protective coating required with acceptable products specified and pre-approved equals. Reference standards for protective coatings are as follows:

Severe Wastewater: ASTM- G210-13 Severe Wastewater Analysis Testing, ASTM D4227 Qualification of Coating Applicators for Application of Coatings to Concrete Surfaces, ASTM D4228 Qualification of Coating Applicators for Application of Coatings to Steel Surfaces, ASTM D-4541 Test Method for Pull Strength of Coatings Using Portable Adhesion Testers.

Abrasion Resistance: ASTM D4060 Test Method for Abrasion Resistance, Tensile Strength ASTM D-638, Compressive Strength ASTM D-695

Contact with Drinking Water: NSF 61 Approval required for products in contact with drinking water.

Patching Materials

Concrete Patching Material: Sika, Tnemec, A.W. Cook Cement Silatec MSM Modified Repair Mortar, or pre-approved equal.

Products Furnished by the City

Each City project will specify whether the protective coating material and related products will be provided by the City or the contractor. If provided by the City, the specified mastic, primer, cross-link activator, and vinyl liner material will be made available to the contractor's work crew at the job site. Determination of protective coating material quantities (when supplied by the City) and/or specifications for each assignment will be made by the City. The contractor shall provide any and all necessary tools, scaffolding, equipment, materials, and supplies.

The contractor shall be responsible for the proper and necessary use of the materials in the performance of the work. The City will furnish the contractor with any available manufacturer-issued descriptive literature, application instructions, and Material Safety Data Sheets.

F. CLEAN-UP

All unusable materials and spills shall be removed from the premises immediately and disposed of in an appropriate manner. Upon final completion, the awarded contractor shall

thoroughly clean up all areas where work has been involved as mutually agreed with the City's project manager.

G. COMPLETION OF WORK

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the successful bidder(s); except in such cases where the completion date will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the successful vendor shall notify the City of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the City.

Should an awarded vendor fail to complete the work issued within a specific project under this contract within the number of days as negotiated for the project, or the timeframe cited in the specifications of the project, the City may terminate the order, secure the services of another vendor to complete the work, and/or terminate the contract with the vendor.

H. MANUFACTURER'S FIELD SERVICE TECHNICIAN SERVICES

The contractor shall obtain the services of the Coating Manufacturer's Field Service Technician upon request of the City. The Coating Manufacturer's Field Service Technician shall provide inspection of surface preparation, coating application and final inspection upon request by the City.

I. PRICING AND PERFORMANCE

Contractor shall supply all labor, materials, equipment and any other incidental item necessary to complete the services specified in each project that may be executed under this contract. The proposed price of the project shall provide full compensation to the vendor and shall include all elements of cost to perform and complete the work. No additional cost will be paid by the City.

For purposes of this solicitation, the contractor shall provide a rate sheet that shall include all labor rates, equipment rates, and material mark-up percentages for purposes of evaluating proposals that may be awarded contracts under this solicitation. These rate sheets shall also be incorporated into awarded contracts. These rates shall be the rates that future projects will be based on when preparing estimates/quotes for applicable projects. Contracts awarded under this solicitation will also have the ability to be negotiated on a lump sum basis – whatever may be in the best interest of the City.

J. WARRANTY

The warranty period for the coating installation shall be a minimum of one year for defects in installation.

The warranty period for the protective coating manufacturer shall be a minimum three years for defects in material.

K. SUPPLEMENTAL CONDITIONS

TIME FOR COMPLETION

The contractor shall commence work in accordance with mobilization schedule set forth within these specifications. The contractor shall expedite the work and fully complete tasks within the minimum amount of time possible. It shall be understood that extraordinary emergency conditions including, but not limited to, fire, flood, or danger to life and property may make it necessary for the work to be performed outside of the typical working hours defined herein.

Typical working hours for the purposed of this Contract shall be Monday through Friday, 7:00 AM through 5:00 PM inclusive.

TOOLS

Upon request, each Bidder shall submit a detailed list of all appropriate power tools and minor equipment available for work under this Contract. The City reserves the right to reject the Bid of any contractor who, in the City's estimation, does not own and have available the tools and equipment necessary to perform the types of work anticipated under this Contract.

All costs associated with the operation, maintenance, and repair of all tools and equipment typically needed to perform the work shall be included within the labor rate bid items.

PARTS, MATERIALS, AND EQUIPMENT RENTAL MARKUPS

Contractor purchased equipment, parts, or materials will be based on the contractor's price from a wholesale supply house plus a mark-up of no more than 10%. The contractor's invoices will clearly show the manufacturer's part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted with contractor's invoice.

Upon prior approval by the City, the contractor may rent specialty equipment (i.e. crane, hoist, etc.) for specific projects authorized under this contract. Payment shall be in accordance with the actual invoice for the rental plus the approved mark-up of a maximum of 10%. The bidder must indicate all applicable discounts (if any) within the compensation schedule of the proposal.

WORKMANSHIP AND MATERIALS

All materials to be provided by the CONTRACTOR shall be new and of the best quality for the use intended. The City shall be the sole judge of the class, grade, quality, and type of materials furnished and incorporated into the Work. The quality of the workmanship entering into the Work shall conform to generally accepted construction practices and procedures and shall be that necessary to complete all Work in a

professional manner. The City of Naples reserves the right to reject any and all Work that is not of the highest quality available for the particular task.

Approved Manufacturers:

- Tnemec Inc.
- Belzona International Ltd
- International Paint
- Raven Lining Systems

ADDITIONAL MANUFACTURES MAY BE ADDED

The contractor shall furnish all labor, incidental materials (nails, fasteners, etc.), customary hand tools, minor equipment, maintenance of all tools/equipment, cost of insurance, etc. necessary to complete the work as directed by the City.

PAYMENT

The contractor shall furnish all labor, incidental materials (nails, fasteners, etc.), customary hand tools, minor equipment, maintenance of all tools/equipment, cost of insurance, etc. necessary to complete the work as directed by the City.

The rates stated in the proposal to be paid for under the respective items shall be payment in full for the completion of all work performed under this contract and shall include compensation for all incidental work and expenses directly or indirectly connected therewith. Payment for these electrical services shall be made at the Contractor's corresponding unit price for labor, equipment and materials. The labor and equipment rates shall be inclusive of all equipment, material, labor, mobilization/demobilization, use of specialty equipment (including set-up and operation for the equipment), equipment, material, labor, or resources necessary (including power generation, tanks, trucks, and boom trucks, lift equipment, and etc) for the services as required to perform the work specified in the task order; and maintenance of traffic within City right-of-way.

MOBILIZATION/DEMobilIZATION

ALL MOBILIZATION COST MUST BE INCLUDED AS PART OF THE LABOR AND EQUIPMENT RATES PROVIDED WITHIN THIS PROPOSAL. There shall not be any mobilization/demobilization costs billed under this contract.

TRAFFIC CONTROL

Payment for maintenance of traffic (County Road) shall be provided within the Contractor's lump sum unit price within their proposal for a "per each day/week traffic maintenance" as required, to perform the assigned work. Maintenance of traffic provisions must conform to the requirements of the governmental agency having jurisdiction over the right-of-way (Collier County). The Contractor's unit price shall

include full compensation for all labor, materials, and equipment required to setup; permit, maintain and remove all necessary maintenance of traffic provisions, in accordance with the specifications.

QUALITY OF WORK AND MATERIALS

All work shall be performed according to recognized industry standards and shall be in accordance with all Federal, State, and Local codes. All materials used shall be new and shall carry the full manufacturer's warranties (transferable to the City).

AMOUNT OF WORK

The City of Naples makes no assurances, intended or implied, that the awarded contractors will receive any given number of service requests during the contract period, or that any total dollar expenditure is guaranteed during the period of the contract. The City also reserves the right to cancel the contract at any time with or without cause and without penalty or obligation.

COMPLIANCE WITH GOVERNMENT STANDARDS

All services to be purchased under this RFP shall be in accordance with all governmental standards, to include, but not limited to, those issued by the American National Standards Institute (ANSI), the American Society for Testing Materials (ASTM), the Environmental Protection Agency (EPA), The Instrument Society of America (ISA), the International Standards Organization (ISO), Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the National Fire Protection Association (NFPA). Special attention is made to OSHA's 29CFR 1910 regulations relating to hazardous atmospheres in confined spaces. Proposers will be responsible for ventilation and Personal Protection Equipment (PPE) per OSHA requirements.

It shall be the responsibility of all proposers to be regularly informed and to conform to any changes in standards issued by any regulatory agencies during the term of this contract.

L. INSURANCE

The City's General Insurance Requirements on page 9 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below may be required at the time of contract depending on the scope of services. **UMBRELLA LIABILITY:** With limits of not less than \$5,000,000 per occurrence covering all work performed under this contract. **HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed

upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

1. **CONTRACTORS POLLUTION LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, all hazardous materials identified under the contract.
2. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
3. **DISPOSAL** – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
4. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
5. **CERTIFICATES OF INSURANCE** – Shall clearly state the hazardous material exposure work being performed under the contract.

CITY OF NAPLES RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)
STATE OF (FLORIDA)

BEFORE ME, the undersigned authority, personally appeared _____ who, after being duly sworn deposes and says of him/her personal knowledge the following:

- 1.) In accordance with the Contract Documents and in consideration of \$ _____ to be received _____, ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns; all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Naples, Florida, ("the City") relating in any way to the performance of the Agreement between Contractor and the City, dated _____, 20__ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.
- 2.) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the City might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon the City's payment to Contractor.
- 3.) Contractor agrees to indemnify, defend and save harmless the City from all demands or suits, actions, claims of liens or other charges filed or asserted against the City arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- 4.) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

BY: _____

ITS: _____

DATE: _____

Witness
President

Witness

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____, as _____ of _____
a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced
_____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature of Notary)

Name: _____
(Legibly Printed)

Notary Public, State of _____

(AFFIX OFFICIAL SEAL)

Commissioner No. _____

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 below in Exhibit B, which is attached and made part of this Agreement.

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



Compensation Schedule (Tab 4)

City of Naples RFP 19-051

To the best of our knowledge and experience, the following proposed costs are reasonable and customary.

Hourly Rates:

General Laborer – \$35/hr

Dry Abrasive Blasting –\$140/hr

Dustless (Wet) Abrasive Blasting -\$160/hr

Brush & Roll Painting – \$50/hr

Airless Painting –\$60/hr

NACE Certified Inspectors –\$125/hr

Welding/Fabrication - \$80/hr

Vac Truck Service - \$250/hr (4 hr minimum)

Materials – Cost + 10%

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 authorized 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-___]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Manager Member of the Restoration & Protective Solutions, LLC.**, 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 29 day of August, 2019.

By:  _____