

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

**Bid/Proposal No.** 20-032

**Clerk Tracking No.** 2020-00053

**Project Name:** Sanitary Sewer Force Main Replacement on Park Shore Drive

THIS AGREEMENT (the "Agreement") is made and entered into this 15th day of April 2020 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and PWC Joint Venture LLC., a Florida Limited Liability Company, located at: 5256 Summerlin Commons Way, Suite 203; Fort Myers, Florida 33907 (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 an (ITB) Invitation to Bid No. 20-032 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 Sanitary Sewer Force Main Replacement on Park Shore Drive 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 that 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 party that is contracting with the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONTRACTOR from contracting with other firms or government organizations for similar services.

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 (NTP)** from the CITY for all or any designated portion of the Projects assigned to this Agreement. **Substantial completion must be reached for all aspects of the project no later than Sixty (60) days from the issued NTP. Final completion must be reached for all aspects of the project no later than Thirty (30) days from substantial completion with an Administrative Thirty (30) day Project Close-out time frame. Estimated completion date by September 30, 2020.** 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: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice-to-Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

3.6 Bond. A Payment & Performance Bond will be acquired by the CONTRACTOR and be issued by a surety insurer authorized to do business in this state as surety. CONTRACTOR prior to commencement of work, will record Payment & Performance Bond in the public records of the Clerk of Collier County and furnish a copy of the original recorded Bonds to the CITY Purchasing Department.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$833,903.00 that includes an \$100,000.00 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.

#### **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 8<sup>th</sup> 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 employed 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:

PWC Joint Venture LLC  
5256 Summerlin Commons Way, Suite 203; Fort Myers, Florida 33907  
Attention: Kevin Markhardt, Vice President  
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**

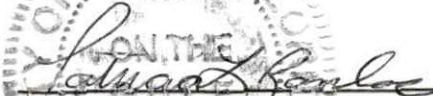
15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this 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**

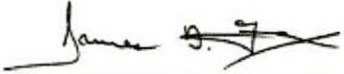


IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

By:   
Patricia L. Rambosk, City Clerk

Approved as to form  
and legal sufficiency:

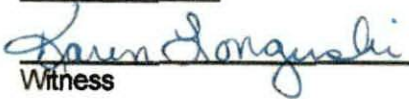
By:   
James D. Fox, City Attorney

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By:   
Charles T. Chapman IV, City Manager

CONTRACTOR:

  
Witness

Karen Longuski  
Witness Printed Name

CONTRACTOR:

PWC JOINT VENTURE LLC  
5256 Summerlin Commons Way, Suite 203  
Fort Myers, Florida 33907  
Attention: Kevin Markhardt, Vice President

By: 

Printed Name: Kevin Markhardt

Title: Vice President

FEI/EIN Number: On File  
A Florida LLC 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 Bid, any Addendum(s)(one), City of Naples Website document, screen shot below (titled Attachment A – Bid Plans (28MB), and Vendor’s Submittal of (ITB) Invitation To Bid No.20-032, titled Sanitary Sewer Force Main Replacement on Park Shore Drive, all herein referenced and made a part of this Agreement.

## 20-032 Sanitary Sewer Force Main Replacement on Park Shore Drive - ITB

**Bid/RFP Status:** Closed - no longer accepting bids and proposals

**Bid/RFP Due Date:** Wednesday, March 25, 2020 - 2:00pm

**Bid/RFP Reference Number:**

20-032 Sanitary Sewer Force Main Replacement on Park Shore Drive - ITB

**Designer/Engineer:** Johnson Engineering

**Engineer's Estimate:** \$1,039,000.00

[Back to Bids/RFPs](#)

### PROJECT DESCRIPTION/ SCOPE OF WORK:

The purpose of this Invitation to Bid (ITB) is for the City of Naples to obtain prices from qualified contractors to provide all labor, materials, equipment and incidentals required to replace approximately 3,930 linear feet of 12" Asbestos Cement sanitary sewer force main located on Park Shore Drive, from US41 to a location just west of Crayton Road in accordance with the plans and as specified.

Specific installation and directional drill locations have been outlined within the design specifications. The contractor shall be required to abandon and grout the existing force main and provide complete restoration of disturbed areas including roadway, crosswalks, pavement markings, driveways, sod, etc. During the abandonment of the existing main and connection to the new main, the contractor shall be responsible for the management and transportation of existing flows that will be impacted by the shut-down of the existing main.

### SUPPORTING DOCUMENTS



20-032 Sanitary Sewer Force Main Replacement on Park Shore Drive - ITB (1 MB)



ATTACHMENT A - Bid Plans (28 MB)

END OF EXHIBIT A

**City of Naples, FL**  
**ITB No. 20-032**  
**Sanitary Sewer Force Main Replacement on Park Shore Drive**

**PROJECT REQUIREMENTS AND SPECIFICATIONS**

**A. PROJECT DESCRIPTION/ SCOPE OF WORK:**

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**B. AWARD OF BID:**

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

**C. CONTRACT MANAGEMENT:**

The designee from the Utilities Department will serve as the City's Project Manager.

**D. LICENSES AND PERMITS:**

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. A Certified Underground Utility & Excavation License and be certified and or qualified to complete the project per specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence

must be in the form of copies of their Florida license which authorizes Bidder to perform the work.

3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply, or Owner's Representative shall determine which shall govern.

#### **E. INSURANCE**

The City's General Insurance Requirements on page 10 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required.

- "Umbrella Liability: With limits of not less than \$5,000,000 per occurrence covering all work performed under this contract."

Contractors should investigate and determine they hold the necessary insurance prior to bid submittal.

#### **F. CONDUCT**

The awarded contractor(s) and their employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples and must at all times be courteous to the public. Although uniforms are not required, proper clothing must be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment must be worn at all times.

#### **G. CONTRACTORS EQUIPMENT**

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State standards while working on City, County, or State roads as a sub-contractor of the City.

#### **H. DISPOSAL OF DEBRIS**

The awarded vendor(s) must dispose of all debris and other materials gathered from the described work in compliance with all applicable federal, state, and local regulations.

Remove leftover materials, trash, debris, from project site and surrounding areas daily.

## **I. SCHEDULING OF WORK**

1. All work will be performed from Monday through Friday between the hours of 7:30am to 5:30pm unless prior approval has been obtained from the Project Manager.
2. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Project Manager within two working days of written notification, by the Project Manager.

## **J. PAYMENT REQUESTS, INVOICES AND WORK REPORTS**

1. Invoices must be submitted after work is completed with a detailed description of the work performed.
2. The awarded vendor(s) will meet with Project Manager and set up procedures prior to the start of work.

## **K. NON-PERFORMANCE**

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the awarded vendor(s) until correction is made.

## **L. QUALIFICATIONS**

The Contractor must be licensed with a minimum of five (5) years of experience in underground utilities installation on similar projects. All bidders must provide a listing of completed specific projects and send the attached reference questionnaire to the client who will submit the completed form directly to the City. The City reserves the right to contact these references, in order to determine the competency of the Contractor.

## **M. INSPECTION**

The City reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the City will immediately demand that the contractor comply with the Invitation to Bid to meet these requirements.

The Project Manager will make visits to the site at intervals appropriate to the various stages to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. Project Manager may authorize minor variations from the requirements by written notification of the Contract Documents.

## **N. REJECTING DEFECTIVE WORK**

The Utilities Department's authorized representative will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. The Utilities Department's authorized representative will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor immediately of unacceptable work. If work has been rejected; contractor must correct all defective work within 3 days of notification. The contractor will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the contractor to bear all costs to correct the defective work.

## **O. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY**

1. From the time the awarded contractor commences and until final acceptance by the City of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which must be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The contractor will assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and will be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.
3. Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.
4. The contractor upon receipt of either written or oral notice must immediately discontinue any practice obviously hazardous in the opinion of the Project Manager. The contractor must comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, will not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.
5. The utility improvements will be constructed in accordance the latest version of the City of Naples Utilities Technical Specifications and Standards Manual located on the City website at <https://www.naplesgov.com/utilities/page/utilities-specifications-and-standards-manual>

## **P. PROTECTION OF OVERHEAD UTILITIES**

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor must protect all utilities from damage, will immediately contact the appropriate utility if damage has occurred, and will be responsible for all claims for damage due to his operations. The contractor must make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work will not be the responsibility of the contractor.

## **Q. PROTECTION OF UNDERGROUND UTILITIES**

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor will have full responsibility for reviewing and checking all information and data for locating all underground facilities.

## **R. TRAFFIC CONTROL**

Contractor will be responsible for providing a detour plan designed by an individual that is currently certified by FDOT in the Maintenance of Traffic Advance Course. Contractor will also be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of the City.

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

**ADDENDUM NUMBER 1**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
3/13/2020	Sanitary Sewer Force Main Replacement on Park Shore Drive - ITB	20-032	3/25/2020 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 question:**

1. Bid item 6 specifies Horizontal Directional Drills (14-inch HDPE DR11) for three HDD sections of the project. Can you please confirm that 12" DR18 Fusible PVC® pipe can be used as an equal to 14" DR11 HDPE pipe? Section 02600 (Fusible Polyvinyl Chloride Pipe for installation by Horizontal Directional Drill) is already listed in the specifications.
  - a. 12" DR18 Fusible PVC® pipe has the same dimensionality and pressure capacity as the 12" B&S PVC pipe (see pipe data on page 2).
  - b. Estimated fittings saving with Fusible PVC® are detailed on page 3.

**ANSWER: No, fusible PVC is not an approved alternate. The Horizontal Directional Drills (HDD) shall be completed using HDPE pipe only.**

**Exhibit A AEGION Pipe Technical Data Sheet**

###

**IMPORTANT MESSAGE**

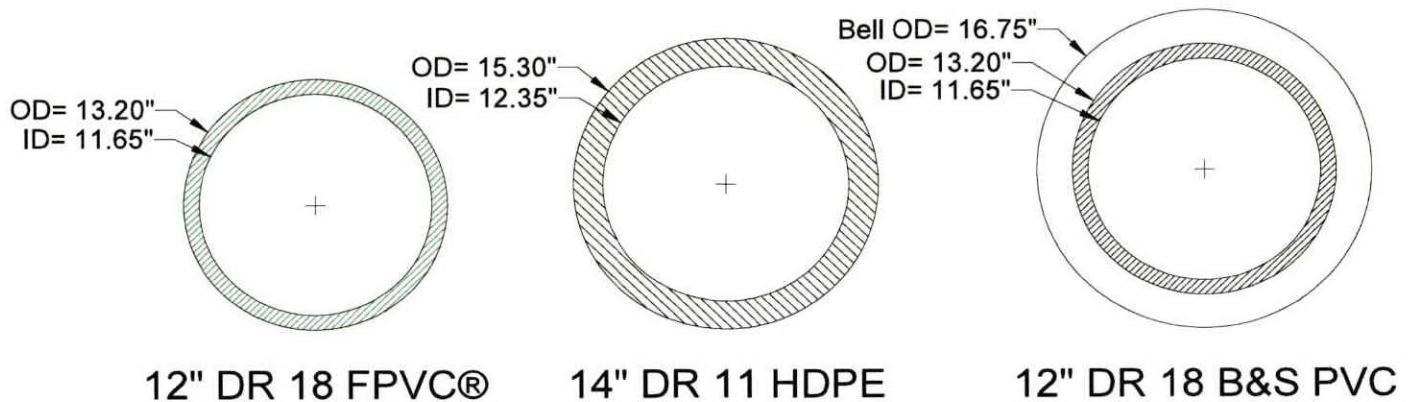
**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET .**





## Pipe Technical Data Sheet

	12" DR 18 FPVC®	14" DR 11 HDPE	12" DR 18 B&S PVC
Pipe Material	FPVC®	PE 4710	B&S PVC
Total Pipe Length (LF)	3,367	3,367	3,367
Nominal Diameter (in)	12	14	12
Dimension Ratio	DR 18	DR 11	DR 18
Series	DIPS	DIPS	DIPS
Pressure Rating (PSIG)	235	200	235
Safety Factor	2.0	1.6	2.0
Bell/Coupling OD (in)	N/A	N/A	16.75
Outside Diameter (in)	13.20	15.30	13.20
Inside Diameter (in)	11.65	12.35	11.65
Cross Sectional Flow Area (in <sup>2</sup> )	106.5	119.8	106.5
Bend Radius (LF)	275	128	N/A
Tensile Strength (PSIG)	7,000	3,500	7,000
Safe Pulling Force (lbs)	80,300	79,000	N/A
Safe Pulling Stress (PSIG)	2,800	1,150	N/A
Relaxation Period (hrs)	0	24 - 48	0
Hydrostatic Design Basis (PSIG)	4,000	1,600	4,000
Critical Buckling Pressure (PSIG)	190	73	190
Connection to Host Pipe	Standard Mechanical Joint	Fused Flange/MJ Adapter	Standard Mechanical Joint
Material Weight (lbs/ft)	18.6	26.5	19.7
Total Pipe Weight (lbs)	62,720	89,274	66,330



Supporting references for the above data can be found at:

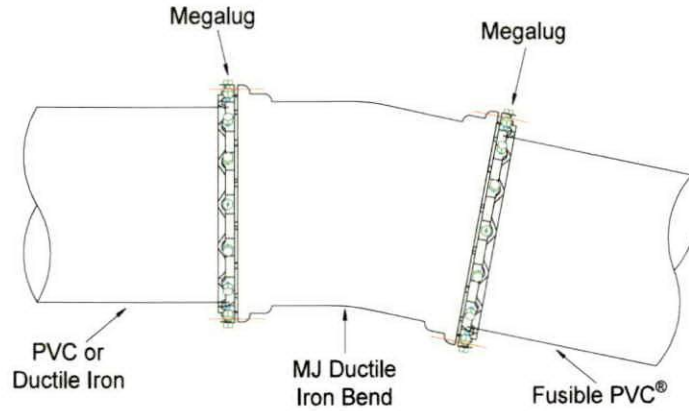
<http://www.aegion.com/about/our-brands/underground-solutions/pipe-technical-data-reference>



Stronger. Safer. Infrastructure.

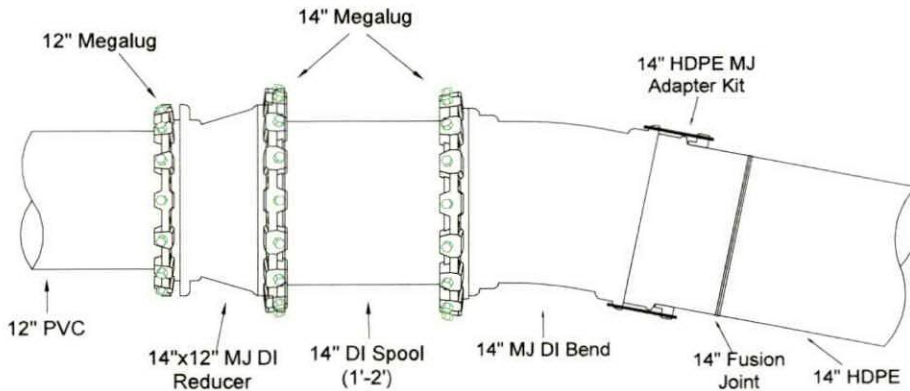
# Reconnection Details

## Fusible PVC® Pipe Detail



No.	Description	Qty	Unit Price (\$)	Total Price (\$)
1	12" MJ Ductile Iron 45° Bend	6	\$179	\$1,074
2	12" Megalug	12	\$99	\$1,189
<b>Total Fittings Cost (\$)</b>				<b>\$2,263</b>

## HDPE Pipe Detail



No.	Description	Qty	Unit Price (\$)	Total Price (\$)
1	14" HDPE MJ Adapter Kit	6	\$330	\$1,980
2	14" MJ Ductile Iron 45° Bend	6	\$281	\$1,688
3	14"x12" MJ Ductile Iron Reducer	6	\$179	\$1,074
4	14" Fusion Joint	6	\$198	\$1,188
5	14" Megalug	12	\$158	\$1,895
5	12" Megalug	6	\$99	\$595
5	14" DI Spool	6		\$0
<b>Total Fittings Cost (\$)</b>				<b>\$8,419</b>

<b>Fittings Cost Difference</b>	<b>\$6,156</b>
---------------------------------	----------------

**Note:** All costs are estimates. This analysis is for comparison purposes only - the contractor, engineer and/or owner should perform their own analysis for the purposes of final engineering designs and bid submittals.

**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 Attachment B-1 which is attached and made a part of this Agreement. The CITY is adding a separate \$100,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$833,903.00.**

**Retainage of (10%) ten percent will be a part of said agreement and future payments.**

**END OF EXHIBIT B**

**BID TABULATION****ITB 20-032****Park Shore Drive 12 Sewer Force Main Replacement**

<b>SECTION 1: GENERAL</b>					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	26,000	26,000
2	Maintenance of Traffic	1	LS	5,500	5,500
3	Survey Layout & Record Drawings	1	LS	6,500	6,500
4	Pre-Construction Video	1	LS	1,500	1,500
<b>SECTION 1 SUBTOTAL:</b>					<b>49,500</b>
<b>SECTION 2: SANITARY SEWER SYSTEM</b>					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
5	Furnish and Install Wastewater Pipelines				
a.	10-inch PVC C900 DR18	7	LF	400	2,800
b.	12-inch PVC C900 DR14	550	LF	80	44,000
6	Horizontal Directional Drills (14-inch HDPE DR11)				
a.	HDD Sta. 03+05 to Sta. 14+20 (1,115 LF)	1	LS	142,000	142,000
b.	HDD Sta. 14+93 to Sta. 26+12 (1,119 LF)	1	LS	142,000	142,000
c.	HDD Sta. 25+89 to Sta. 37+22 (1,133 LF)	1	LS	145,000	145,000
7	Furnish and Install Gate Valves and Boxes				
a.	10-inch Gate Valve	1	EA	2,000	2,000
b.	12-inch Gate Valve	7	EA	2,500	17,500
8	Furnish and Install Air Release Valve	5	EA	7,000	35,000
9	Connect to Existing Force Main				
a.	Existing 10-inch	1	EA	8,000	8,000
b.	Existing 12-inch	2	EA	5,000	10,000
c.	Existing 16-inch	1	EA	7,000	7,000
10	Abandon and Grout in Place Existing 12"	3811	LF	8	30,488
<b>SECTION 2 SUBTOTAL:</b>					<b>585,788</b>
<b>SECTION 3: RESTORATION</b>					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
11	General Restoration	1	LS	50,000	50,000
12	Concrete Sidewalk	45	SY	85	3,825
13	Driveway Repair (Brick)	93	SY	30	2,790
14	Roadway Trench Repair	300	LF	65	19,500
15	Final Roadway Milling and 1" Asphalt Overlay	900	SY	25	22,500
<b>SECTION 3 SUBTOTAL:</b>					<b>98,615</b>
<b>SUMMARY</b>					
<b>SECTION 1: GENERAL:</b>					<b>49,500</b>
<b>SECTION 2: SANITARY SEWER SYSTEM:</b>					<b>585,788</b>
<b>SECTION 3: RESTORATION:</b>					<b>98,615</b>
<b>PROJECT TOTAL:</b>					<b>733,903</b>

**This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES \_\_\_ NO X**

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		X	
Is there an additional charge for credit card payment?		X	
Discount for early payment?		X	
Prompt payment terms: ___% ___ Days; Net 30 Days		X	

Company Name: PWC Joint Venture LLC

EIN: 47-3452003

Email: kmarkhardt@pwc-llc.com

Name and Title of individual completing this schedule:

Kevin Markhardt Vice President

(Printed Name) (Title)

X  3/25/2020

(Signature) (Date)

## 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 Vice President of the PWC Joint Venture 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 6th day of April, 2020.

By 

Kevin Markhardt, Vice President