

CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. ITB No. 20-037

Clerk Tracking No. 2020-00071

Project Name: Naples Pier Corrosion Mitigation

THIS AGREEMENT (the "Agreement") is made and entered into this **17th day of June 2020** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Vetor Contracting Services, LLC., a Florida Limited Liability Company, located at: 5621 Strand Boulevard, Suite 207; Naples, Florida 34110** (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. 20-037** 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 **Naples Pier Corrosion Mitigation** 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 or Phases of the Projects assigned to this Agreement and **Substantial completion shall be performed and completed no later than One Hundred Twenty (120) days from the issued NTP and Final completion must be reached for all aspects of the Project no later than Thirty (30) days from Substantial completion.** Project has an estimated completion date of November 23, 2020 with a 30-day Administrative Project Close-out time frame. 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 \$151,796.15.00 that includes a \$13,799.65 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 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 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:

Vetor Contracting Services, LLC
5621 Strand Boulevard, Suite 207; Naples, Florida 34110
Attention: **Ryan Vetor**, 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



CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By:

Charles T. Chapman IV, City Manager

Approved as to form
and legal sufficiency:

By:

James D. Fox, City Attorney

CONTRACTOR:

VETOR CONTRACTING SERVICES, LLC
5621 Strand Boulevard, Suite 207
Naples, Florida 34110
Attention: Ryan Vektor, President

CONTRACTOR:

Evan Vektor

Witness

Evan Vektor

Witness Printed Name

By:

Ryan Vektor

Printed Name:

RYAN VETOR

Title:

PRESIDENT

FEI/EIN Number: On File

A 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 Bid, any issued Addendum(s)(one), City of Naples Website documents, screen shot below of SUPPORTING DOCUMENTS, and Vendor's Submittal of (ITB) Invitation To Bid No.20-037, titled Naples Pier Corrosion Mitigation, all herein referenced and made a part of this Agreement.

20-037 Naples Pier Corrosion Mitigation - ITB

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

Bid/RFP Due Date: Thursday, May 21, 2020 - 2:00pm

Bid/RFP Reference Number: 20-037 Naples Pier Corrosion Mitigation - ITB

Designer/Engineer: Turrell, Hall & Associates, Inc.

Engineer's Estimate: 215,000.00

Back to Bids/RFPs

SUMMARY/SCOPE OF WORK

The concrete pilings, concrete bents and original overwater structures were built and installed in the mid 1990's, pier restoration was completed in 2015 and Hurricane Irma repairs were completed in 2018. During the 2018 hurricane repair work, bugholes and rust was observed on many of the concrete pilings and grade beams.

Assessments have been completed to better determine the source and condition of the rust. Specifications and drawings found hereon were then developed to repair the pilings and bent beams.

SUPPORTING DOCUMENTS



20-037 Naples Pier Corrosion Mitigation - ITB (2 MB)



ATTACHMENT A - Plan Drawings (8 MB)

END OF EXHIBIT A

City of Naples, FL
ITB No. 20-037
Naples Pier Corrosion Mitigation - ITB

A. SUMMARY / SCOPE OF WORK

The concrete pilings, concrete bents and original overwater structures were built and installed in the mid 1990's, pier restoration was completed in 2015 and Hurricane Irma repairs were completed in 2018. During the 2018 hurricane repair work, bugholes and rust was observed on many of the concrete pilings and grade beams.

Assessments have been completed to better determine the source and condition of the rust. Specifications and drawings found hereon were then developed to repair the pilings and bent beams.

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

Travis Delashmet and/or his authorized representative 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. An active certified General Contractor's (CGC) license; and be certified and or qualified to complete the project per project 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.

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:

1. U.S.L. & H. and Jones Act (If applicable) Workers Compensation, as required by law for work performed in, on, or near navigable water shall be maintained by the Contractor.
2. Watercraft Liability coverage shall be maintained by the Contractor in an amount no less than the General Liability limits referenced in the General Insurance Requirements.
3. Protection and Indemnity insurance (P&I) may be accepted in lieu of or in addition to any of the coverages listed above.

F. SUB-CONTRACTORS AND MATERIAL SUPPLIERS

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office.

Each prospective contractor must submit a list of all proposed sub-contractors and material suppliers intended for this project. No changes to this list shall be made without the express written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract.

All bidders must provide requested information in the attached forms provided.

G. CONDUCT

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

H. 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.

I. DISPOSAL OF DEBRIS

The awarded vendor(s) shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

J. SCHEDULING OF WORK

1. All work will be performed Monday through Saturday no earlier than 7 a.m. or later than 6 p.m., Monday through Saturday per City Code.
2. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Contract Manager within 3 days of notification or sooner depending on the nature of the deficiency.

K. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

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

L. 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.

M. QUALIFICATIONS

The Contractor must be licensed with a minimum of five (5) years' experience the work being performed. All bidders shall provide, with their bid proposal, 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.

N. INSPECTION

The Contract 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. Contract Manager may authorize minor variations from the requirements of the Contract Documents.

O. REJECTING DEFECTIVE WORK

The Project Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents.

Streets and Stormwater Construction Project Manager 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 awarded vendor(s) immediately of unacceptable work. If work has been rejected, contractor shall correct all defective work within 3 days of notification. The awarded vendor(s) will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the awarded vendor(s) fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the awarded vendor(s) to bear all costs to correct the defective work.

P. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1. Contractor shall 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. The contractor upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the Contract Manager. The contractor shall comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with the Contract Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.
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.

Q. PROTECTION OF OVERHEAD UTILITIES

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall 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 shall not be the responsibility of the contractor.

R. 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 shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

S. TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A flagman is required when two-way traffic is obstructed by the removal operation.
2. Contractor will 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.

Technical Specifications

All contractors shall ensure that their bid covers all specifications included in this document. This document addresses the specifications for the docks and components. These are minimum specifications and if Contractor wishes to submit any alternatives to the specifications or items listed they must do so to the City of Naples for approval prior to bid submittal.

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3. SUBMITALS
4. SAFETY
5. USE OF PREMISES
6. CLEAN UP AND PROTECTIONS
7. INCLEMENT WEATHER PREPAREDNESS / HURRICANE PLAN
8. CONCRETE REPAIRS

1. ENVIRONMENTAL / PERMITS / SIGNAGE: The purpose of this specification (environmental protection) is defined as the retention of the environment in its natural state to the greatest possible extent during construction. Environmental considerations are air, water, land, and involve waste management, noise, and other pollutants. During construction the Contractor and sub-contractors shall observe all rules and conditions described in all applicable permits.
2. CONSTRUCTION SPECIFICATIONS / DRAWINGS: All work shall be in accordance with drawings, plans, and specifications provided by Turrell, Hall & Associates, Inc.

Note: Any specialty equipment required to complete any portion of the project shall be included in the bid proposal. Any mobilization or de-mobilization of specialty equipment shall be included in the bid proposal.

3. SUBMITALS: Each submittal shall be sent from the Contractor to the Engineer. The Contractor shall be advised to coordinate with others and deliver submittals in a timely manner to ensure that work is not delayed and this shall be figured into the Contractor's schedule before construction begins. Engineer is not responsible for delay in work due to submittal approval. Engineer requires ten (10) business days from date of stamped receipt of the received submittals to review submittals plus any time required for delivery by mail to Contractor. Contractor may pick up submittals from Engineer's office to avoid delivery time delay.

4. **SAFETY:** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

5. **USE OF PREMISES:** Contractor shall confine all construction and storage of materials to mutually agreed upon staging areas and shall install chain link fence, with a screen cover, to prevent access to staging area and all work areas by unauthorized personnel. The area may be shared with other public or private parties and coordination / cooperation is required. Debris and discard will be cleared daily in work and storage areas. Contractor will provide container / truck for disposal and cleaning of work area if necessary. The Permittee/Owner has no means for disposal of debris and refuse.

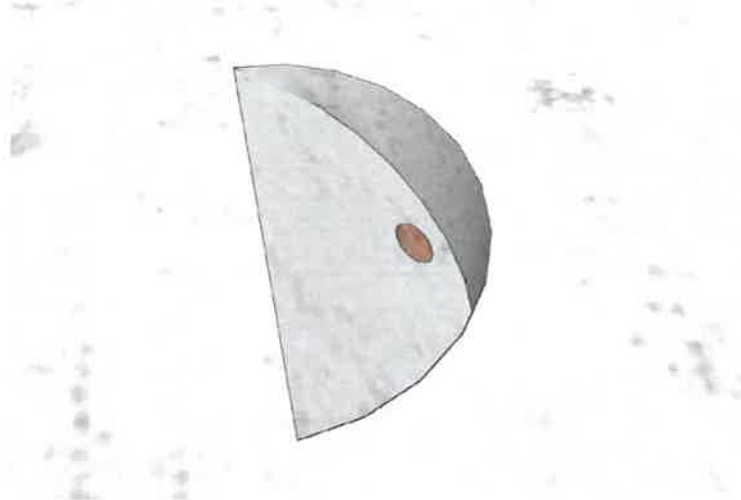
Contractor is solely responsible for disposal of debris and refuse. Contractor shall maintain drainage of the laydown yard during all phases of construction. All sidewalks on site that have to be crossed over with equipment shall be covered with a protective cover of dirt, sand, and / or plywood including the loading and unloading area in the staging.

6. **CLEAN UP AND PROTECTIONS:** Any existing surface or subsurface improvements, including, but not limited to sidewalks, driveways, seawalls, pipes, utilities, footings, structures, grass, trees, and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the project construction period. Any such improvements so damaged, shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work at Contractor's cost.

7. **INCLEMENT WEATHER PREPAREDNESS / HURRICANE PLAN:** Prior to commencement of work, Contractor must provide weather preparedness plan in writing to the Owner should unfavorable weather patterns develop during construction, the Contractor and Permittee /Owner shall mutually agree upon a plan to secure the site and/or materials. No reimbursement or additional cost will be applied to Permittee/Owner for carrying out the plan. The Contractor shall not be entitled to, and Owner shall not be responsible for, any claim for additional compensation as a result of Contractor's compliance with the weather preparedness plan.

8. **CONCRETE REPAIRS**
 - 8.1. **Bugholes**
 - 8.1.1. Surface prep by pressure washing to remove all residue, debris and biofouling especially from within the bug holes.
 - 8.1.2. Allow to dry but within the same day,
 - 8.1.3. Apply Euclid Aquaseal Epoxy System (neat) or approved equal.
 - 8.2. **Spot Repairs**

- 8.2.1. Use the edge of a 4"-6" highspeed grinder to cut a diagonal divot including the offending steel from the concrete surface.



- 8.2.2. Surface prep by brushing off loose debris with a clean, dry brush or by blowing with clean, dry air.
- 8.2.3. Apply Euclid Aquaseal Epoxy System (neat or with fine aggregate).
- 8.3. Cluster Repairs
- 8.3.1. Cut a ~1/2" deep shoulder of regular shape (rectangle, square, circle, etc) around the offending steel.
- 8.3.2. Grind or chip out offending steel to clean steel, a minimum of 1/2" deep.
- 8.3.3. Surface prep per 8.2.2.
- 8.3.4. Apply Euclid Aquaseal Epoxy System (with fine aggregate).
- 8.4. Chair Repairs
- 8.4.1. Perform a Cluster Repair 8.3.
- 8.4.2. Or a series of Spot Repairs 8.2.
9. Galvanic Jackets
- 9.1. See Specification 16651 Lifejacket Galvanic Jacket

**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: 5/14/2020	SOLICITATION TITLE: Naples Pier Corrosion Mitigation - ITB	SOLICITATION NUMBER: 20-037	BID OPENING DATE & TIME: 5/21/2020 2:00PM
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THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO, AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.

The following answers to written submitted questions:

1. Will the City of Naples require a building permit and the coastal construction setback line permit for this project?

ANSWER: A building permit is required but there is no coastal setback permit required.

2. On page 37 of the bid package - 9. Galvanic jackets ; 9.1 See Specification 16651 Lifejacket Galvanic Jacket..... Our question is where is the specification section 16651?

ANSWER: Please reference Exhibit A.

3. Will a Laydown Area near the pier be provided?

ANSWER: Yes, a small local laydown area will be provided on the pavers near the roundabout approximately 10ft x 20ft. Contractor will be responsible for protecting the pavers, construction fencing and screening (per City Code). A larger area can be provided at a City Laydown area for bulk material storage.

4. Are the Bid tabulation quantities based on general areas and not individual repair areas?

ANSWER: Bid tabulation quantities is based on the individual repair areas at the time of inspection. The units coincide with the tables located on sheet G102.

5. Is the Vector Galvashield DAS Jacket an acceptable alternative to the LifeJacket (attached)?

ANSWER: Yes, the Galvashield is an acceptable alternative to the LifeJacket system. We ask that the Contractor identify their experience with the submitted manufacture with their bid.

6. Can the EOR provide a copy of the Specification 16651 Lifejacket Galvanic Jacket?

ANSWER: Please reference Exhibit A.

7. What is the Grout Mix Design required for the pile jackets?

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ANSWER: The grout mix is included in Specification 16651.

8. Will the pier remain open and accessible to the public during construction?

ANSWER: The pier will remain open during construction if it has been re-opened from the COVID-19 closure.

9. Is the contractor responsible to install barriers in water to prevent the public from accessing work areas?

ANSWER: The contractor is responsible for maintaining a safe work area throughout construction.

10. Are Golf Carts with non-marking tires allowed on the pier to transport material?

ANSWER: Yes, but contractor will be responsible to restore any marks left on the IPE decking.

11. Are we required to have a Florida Contractor's License? We do have a Louisiana General Contractor's license in Heavy Marine Construction.

ANSWER: Yes, you are required to be a Florida Licensed Contractor.

12. From the pre-bid meeting held May 7th, are there any "minutes" available?

ANSWER: No.

13. Also, can I get a list of the attendees?

ANSWER: The information you requested can be found on the City website at <https://www.naplesgov.com/rfps>.

14. Are there any subsequent Addendums; Is the Opening date still 5/21/2020? I've gotta say, someone put together a nice bid package with drawings that are self-explanatory. I look forward to working with your team.

ANSWER: Yes, all City of Naples bid documents and addendums are posted to the city website and as a courtesy are sent to Demand Star, which is a separate bidding service that can be accessed for a fee and is not affiliated with the City of Naples. Yes, bid opening date has not changed.

15. In regards to the above project. Can the reference questionnaire be provided by the apparent 2 low bidders? Currently a lot of municipalities and other owners are working with a skeleton staff and getting information that isn't crucial to an ongoing project is slow and they may not see this as detrimental to their work.

ANSWER: No.

16. At the jacket installation locations identified along the beach (Bents 9, 10, & 13), what is the intended installation procedure for the bulk anode assembly? May these be buried below the water line in the sand, or does the pile need to be excavated to attach the bulk anode to the pile per the detail?

ANSWER: These jackets are designed to be smaller at only 6ft in length. The contractor is expected to install the jacket at full length and if excavation is needed to bury the anode below the sand they shall include that in their pricing. Means and methods for installation are up to the Contractor and will only be reviewed by the EOR.

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17. As direct measurements could not be obtained during the site visit, could the dimensions from bent to bent centerline, the width of the pile cap bent, and the approximate height of the deck above water (MLW) be provided?

ANSWER: The bents are approximately 15ft O.C. +/- 6", the existing bents are approximately 18" wide and 16" tall, and the existing pier decking is approximately +11ft NAVD +/- which would result is approximately 12.5ft +/- from MLW.

18. May the contractor rely on the intended July thru September working window in preparing its bid? Are there other restrictions on the working dates, such as on holidays?

ANSWER: Yes, on working July- September, no working in the City on Holidays.

19. Would it be permissible to include reasonable Inclement Weather Preparedness costs based on historical weather data for the project area, and thereby limit contractor's risk of cost escalation related to an abnormal weather dist year?

ANSWER: Rain days are permitted- if we give contractor 60 days from NTP and it rains for 10 days straight the timeline is extended 10 days as agreed upon by City project manager and contractor.

20. Will the jacket installation require oversight from a NACE-certified inspector?

ANSWER: The City's EOR has a NACE CP Specialist that will be reviewing the installation on behalf of the City per specification 16651.

21. Is the designed weight capacity of the pier's top deck known? Are there restrictions relating to the weight of equipment or materials (PSF or axle weight) that may be stored on top of the pier that are more restrictive than the design capacity?

ANSWER: The pier is designed to 100PSF live load.

22. May the successful bidder utilize a portion of the pier's topside deck for staging? If so, what easement must be maintained for pedestrian access to the pier?

ANSWER: Yes, a small local laydown area will be provided on the pavers near the roundabout approximately 10ft x 20ft. Contractor will be responsible for protecting the pavers, construction fencing and screening (per City Code). A larger area can be provided at a City Laydown area for bulk material storage.

23. Are there potable water connections and/or electrical outlets on the pier that may be used by the contractor?

ANSWER: Yes- potable water on site can be utilized by contractor.

24. Please clarify for purposes of an example whether the Chair Repair photo shown on page C200 of the drawings depicts one or two chair repair locations.

ANSWER: That photo shows (2) chair repairs.

25. Please clarify the units and quantities shown for Mob/Demob on the Bid Tabulation Sheet.

ANSWER: "The priority work is the Jacket Installation which is presented as Phase 1, any additional funds available will be used for bug/patch/chair repairs if possible. If all the work can't be done then the remaining work may be contracted in a separate budget cycle (year) and warrant a separate mobilization. The Phase 2 mobilization is to show Council the potential savings if all the work is done under one contract.

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26. Contractor's cost to perform Galvanic Jacket install varies depending on the install location (beach or in-water). If the work scope increases or decreases, the unit price will not accurately reflect the cost to perform. Should the contractor split Bid Tabulation Item 6 to reflect these two different install locations?

ANSWER: The contractor should bid the unit rate as outlined in the SOV.

Exhibit A - SPECIFICATION SECTION 16651 - GALVANIC CATHODIC PROTECTION JACKET SYSTEM

###

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CONCRETE RESTORATION

SECTION 16651 – GALVANIC CATHODIC PROTECTION JACKET SYSTEM**PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Drawings- ESE Iso and Scope and Structural Lifejacket Assembly
 - 2. Section 3734 Repair of Spalled Concrete
 - 3. Section 3738 Crack Repair

1.02 SUMMARY

- A. The work under this section consists of supplying, installing and energizing a sacrificial galvanic anode cathodic protection jacket system, including connection to the steel, materials, testing, and ensuring continuity between all embedded steel components on designated structural components, and all required quality control and quality assurance.
 - 1. The cathodic protection jacket system consists of continuous sheets of expanded zinc mesh anodes attached directly to the inside surface of the fiberglass reinforced plastic (FRP) integral jacket.
 - 2. This "System" is to be installed at the locations indicated on the plans and as directed by the Engineer of Record (EOR).
- B. Minor Pile Repairs Outside Jacket Limits: The Contractor shall also restore to original dimensions minor concrete delaminations and/or spalls on the structure that may be present (above MLW line) outside the limits of the jacket, or as designated by the Engineer.

1.03 REFERENCE STANDARDS

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All reference amendments adopted prior to the effective date of this Contract shall be applicable to this Project.
- C. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within the following references (latest editions):
 - 1. American Concrete Institute (ACI):
 - a. ACI 211.1, Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
 - b. ACI 301, Specifications for Structural Concrete
 - 2. American Society for Testing and Materials (ASTM):
 - a. ASTM B69, Standard Specification for Rolled Zinc

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- b. ASTM B418, Standard Specification for Cast and Wrought Galvanic Zinc Anodes
- c. ASTM C143, Standard Test Method for Slump of Hydraulic Cement Concrete
- d. ASTM C150, Standard Specification for Portland Cement
- e. ASTM C231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- f. ASTM C260, Standard Specification for Air-Entraining Admixtures for Concrete
- g. ASTM C494, Standard Specification for Chemical Admixtures for Concrete
- h. ASTM D570, Standard Test Method for Water Absorption of Plastics
- i. ASTM D638, Standard Test Method for Tensile Properties of Plastics
- j. ASTM D790, Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- k. ASTM D4812, Standard Test Method for Unnotched Cantilever Beam Impact Resistance of Plastics
- l. ASTM D2583, Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor

1.04 QUALITY ASSURANCE

- A. Cathodic Protection Specialist: The City has secured the services of a Cathodic Protection Specialist accredited by NACE International with a minimum of five years of experience in the field of cathodic protection on concrete. The CP Specialist, or the technician under his direction, shall supervise the overall installation including participation with the Contractor in designing the construction sequence, performing random site visits to oversee every phase of the work. Additionally, the CP Specialist, or the technician under his direction, shall be responsible for all the continuity testing, testing all the continuity corrections, and performing the initial energizing on all piles including: current, static, and energized potential measurements. The CP Specialist, or the technician under his direction, shall also check for shorts between the anode and the steel and notify the Contractor for correction as necessary prior to placing any jackets. Testing for shorts will be done before and after the filling materials are set. The CP Specialist's NACE certification shall be shared with the Contractor prior to commencement.
- B. Quality Control: The Contractor shall submit a quality control plan for approval prior to commencing the jacket installation. Prior to commencing any work, the Contractor shall determine the scope and sequence of work so that the appropriate measures are taken to ensure proper quality control throughout the project.
- C. Certification Statement: the CP Specialist shall sign the following statement, and shall submit the original copy to the Engineer after completion of the project.

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1. "I hereby certify that the cathodic protection jacket systems constructed under (project number) have been completed to the point where the systems are functionally complete. I further certify that construction on these systems has preceded substantially in accordance with the contract plans and specifications or that any deviations, which are noted below, will not prevent the system from functioning in compliance with the intent of the contract when properly operated and maintained. These determinations have been based upon on-site observation of construction, scheduled and conducted by me or by a representative under my direct supervision, for the purpose of determining if the work proceeded in compliance with the contract documents."

1.05 SUBMITTALS

- A. Contractor's Quality Control Plan
- B. Contractor's Debris Containment Plan
- C. Contractor's Spall Repair Log (repair quantities)
- D. Shop Drawings: Prior to commencing the cathodic protection jacket installation, the Contractor shall submit for approval shop drawings indicating equipment, materials, and the procedures for installing the jacket. Include details on the following:
 1. Negative connections to the reinforcing steel,
 2. Continuity check and correction procedures,
 3. Mean high and low water elevations,
 4. Anode system fabrication, and
 5. Anode system positioning relative to water elevations.
- E. Product Data for Jacket System:
 1. FRP Jacket
 2. Zinc mesh and bulk anode
 3. Concrete fill material:
 - a. Cement and aggregate certifications
 - b. Mix design
- F. Cathodic Protection Specialist qualifications
- G. Cathodic Protection Specialist certification statement
- H. Commissioning Report

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle materials according to the manufacturer's recommendations and in such a manner as to prevent damage to materials and structure.
 1. Store packaged materials on elevated platform and protect from weather, moisture, condensation, and neglect.
 2. Store packaged materials unopened until ready to use.

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3. Zinc anodes shall be stored in dry conditions in the original unopened containers in a manner to avoid exposure to extremes of temperature and humidity.
- B. Deliver materials to the site in the manufacturer's original and unopened containers, clearly labeled with the manufacturer's name and type of products.

PART 2 - PRODUCTS**2.01 GENERAL**

- A. The Contractor shall use only approved materials from approved sources and shall furnish material certifications to the Engineer of Record for approval prior to placing any materials. Alternative materials must meet or exceed the specified requirements and be tested by a certified, third party testing laboratory.
- B. Material certifications must be supplied and approved before commencing any work. Materials not meeting the specifications herein will be rejected for re-submittal. The "System" must be installed according to specification and in accordance to the Manufacturer's recommended procedures.

2.02 CATHODIC PROTECTION JACKET SYSTEM

- A. The jacket "System" shall consist of stay-in-place fiberglass forms provided with a zinc mesh anode pre-installed against the inside surface in a continuous expanded metal sheet and filled with an approved sand-cement mortar or structural concrete (4000 psi minimum).
1. **Fiberglass Forms:** The inside-face of the form shall have no bond inhibiting agents in contact with the cement grout or mesh anode. The forms shall be provided with nonmetallic bolt stand-offs which will maintain the forms in the required position. Assembly and jacket preparation shall be completed at the factory before delivery to the job site. The forms shall be properly sealed in the field to provide a positive seal of the annular space between the concrete component and the form.
 - a. **Form Material:** The material furnished for the FRP jacket forms must meet the following physical property requirements:
 - 1) Water Absorption (ASTM D570) – 1% max.
 - 2) Ultimate Tensile Strength (ASTM D638)* - 15,000 psi min.
 - 3) Flexural Strength (ASTM D790)* - 25,000 psi min.
 - 4) Flexural Modulus of Elasticity (ASTM D790) – 700 ksi min.
 - 5) IZOD Impact (ASTM D4812) – 15 ft-lb/inch min. (unnotched)
 - 6) Barcol Hardness (ASTM D2583) – 45 min.

* On original specimen whose flat surfaces are not machined to disturb fiberglass.
 - b. **Fiberglass thickness:** minimum wall thickness shall be 1/8 inch for non-structural jackets and 3/16 inch for structural jackets.
 2. **Zinc Mesh Anode:** The zinc mesh anode attached inside the jacket shall be continuous sheets of expanded zinc mesh placed in direct contact with the face of the fiberglass jacket and conforming to special A-190 zinc alloy and certified in accordance with ASTM B 69.

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- a. The zinc mesh must be tested and meet the following chemical composition (chemical analysis to be provided with the material submittals).
 - 1) Pb 0.003% wt. max.
 - 2) Fe 0.001% wt. max.
 - 3) Cd 0.001% wt. max.
 - 4) Al 0.001% wt. max.
 - 5) Ti 0.001% wt. max
 - 6) Cu 0.7 - 0.9% wt. range
 - 7) Zn balance
 - b. Additionally, the mesh anode shall have the following physical properties:
 - 1) Electrical conductivity = 28% min.
 - 2) Solid zinc density = 0.28 lb / cu. in.
 - 3) Weight of expanded zinc mesh = 1.60 lb/ sq. ft. min.
 - 4) Average open area = 53%
 - 5) Solid sheet thickness = 0.90 inch
 - c. The expanded zinc mesh anode shall also conform to the following nominal geometry to allow proper mortar encapsulation:
 - 1) 0.500 inch hex pattern
 - 2) 0.125 inch strand width SWD
 - 3) 0.563 inch strand bond width LWD
 - 4) 0.313 inch short opening
 - 5) 0.750 inch long opening
3. Bulk Anode: Minimum 48-pound bulk zinc anode
- a. Anode material: ASTM B418 (99% pure zinc)
 - b. Associated mounting and connection hardware
 - 1) 2" hot-dipped galvanized channel (cut to length and predrilled),
 - 2) Carriage bolts, nuts and washers.
 - 3) No. 4 AWG copper strand lead wire with HMWPE insulation brazed to a 3/8" diameter steel rod and potted in an 8" long by 1 1/4" diameter epoxy filled CPVC section for protecting the wire splice.

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- B. **Connection Wires:** The expanded mesh anode shall be provided with a connection wire for each jacket section and be long enough to make the appropriate connections for the system operation. Connection wires shall either be directly wired to the steel reinforcement within the jacket area, or be routed to a terminal junction box mounted outside the jacket limits and as determined by the EOR.
- C. **Fill Material**
1. The concrete fill material shall consist of a mixture of portland cement, aggregate, water and approved admixture. The mix shall not contain fly ash, slag, silica fume or corrosion inhibiting admixtures.
 - a. **Cement:** ASTM C150, Type I or II
 - b. **Fine and coarse aggregates:** ASTM C33 Class 4M, normal-weight, natural or manufactured sand and gravel or crushed stone.
 - 1) Aggregate particles shall be clean, hard, tough, durable, of uniform quality, and free from soft, thin elongated pieces, disintegrated stone, dirt, organic, or other injurious materials occurring either free or as coating.
 - 2) Aggregates must be supplied from a single source approved by the Engineer and with a documented record of at least ten years of satisfactory service using similar aggregates and cementitious materials in similar applications and service conditions.
 - 3) Concrete aggregates shall be deemed innocuous (non-reactive).
 - 4) Fine aggregate gradation shall conform to ASTM C33 Section 6.1.
 - 5) Coarse aggregate gradation shall conform to Table 2 of ASTM C33.
 - a) Nominal Maximum Size: 3/8 inch
 - c. **Admixtures:**
 - 1) **General:** Admixtures shall not contain calcium chloride.
 - 2) **Air-Entraining Admixture:** ASTM C260
 - 3) **Water-Reducing Admixture:** ASTM C494, Type A
 - 4) **High-Range, Water Reducing Admixture:** ATM C494, Type F
 - 5) **Water-Reducing and Accelerating Admixture:** ASTM C494, Type E
 - 6) **Water-Reducing and Retarding Admixture:** ASTM C494, Type D
 - d. **Mixing water:** clean and free of injurious quantities of substances known to be harmful to portland cement and meeting the requirements of ASTM C94.
 2. **Mixture proportioning:**
 - a. Prepare design mixture proportions for each type and strength of concrete determined by either laboratory trial mixtures or field-test databases, according to ACI 301 and in accordance with ACI 211.1 and this specification.

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- b. Compressive Strength: 4,000 psi minimum at 28 days as determined by ASTM C39
 - c. Air Content: NA
 - d. Slump-flow: 24 to 26 inches as determined by ASTM C1611. Concrete shall not show visible signs of segregation at maximum flow.
 - e. Chloride content: Water-soluble chloride ion content contributed from constituents including water, aggregates, cementitious materials, and admixtures as determined by ASTM C1218 for each concrete mixture at age between 28 and 42 days shall not exceed 0.08% by mass of cement.
- D. Terminal Box: The terminal box shall measure 4 inch by 4 inch by 4 inch minimum, or other suitable size with weather tight cover and shall be attached to the mounting surface using a minimum of four fasteners.
- 1. All PVC components shall be Schedule 80, UV resistant.
 - 2. All hardware for installation of the PVC conduit and terminal box shall be Type 316 stainless steel.
 - 3. A 0.1-ohm shunt shall be placed inside the terminal box and wires for measuring the current shall be routed to two, ¼ inch diameter stainless steel bolts that shall extend outside the terminal box

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be responsible for the repair or replacement of any damaged private or public property resulting from his/her operation. Any testing required to assign responsibility of damage shall be secured by the Contractor at no cost to the Owner.

3.02 PREPARATION

- A. Inspection: The Contractor shall inspect all concrete components and clearly mark deteriorated areas; including hollow sounded areas that are to receive the jacket "System". All areas shall be sound tested by the Contractor to determine the actual dimensions of the deteriorated concrete to be removed. Each jacket should encompass the entire problem area within the specified jacket limits. The Engineer reserves the right to modify the jacket system to address confined areas, or areas inaccessible for normal jacket installation. Dimensions of the spalled areas shall be recorded by the Contractor and verified by the Engineer. A final report detailing locations and size of the spalls and/or cracks shall be provided by the Contractor at the end of the project. Remove all delaminated, cracked or unsound concrete from the areas, which are hollow sounding when tested, or areas with visible cracks (up to 0.015 inch wide) may not need to be removed as directed by the Engineer.
- B. Jacket Location and Limits: The jacket "System" shall be installed on the designated concrete components starting and terminating at the elevations detailed in the construction plans. Adjustments to these elevations may be required to encompass areas that may have obstructions, or other requirements to achieve adequate protection and repair. The Contractor shall field verify all jacket requirements prior to placing any orders.

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3.03 INSTALLATION

- A. Installation shall meet or exceed all applicable federal, state and local requirements, referenced standards and conform to codes and ordinances of authorities having jurisdiction.
- B. All installation shall be in accordance with manufacturer's published recommendations.
- C. Concrete Surface and Reinforcement Preparation: Surface preparation shall include the removal of all loose or delaminated concrete. All reinforcing steel shall be maintained at original position and all exposed steel shall be sandblasted or hydro-blasted clean to a gray metal condition prior to concrete placement.
- D. Concrete Removal: Spalled concrete removal and clean-up is considered incidental to the jacket installation. Care shall be exercised as to contain falling debris from entering into the water. Debris includes but is not limited to scrap metal, demolition debris, concrete and concrete dust, zinc, etc. A containment plan shall be submitted by the Contractor for approval by the Engineer prior to commencing any work.
- E. Continuity: Continuity of reinforcement including prestressing steel, reinforcing bars, dowel bars, and spiral ties, shall be provided by resistance welding or other approved method. This is accomplished by joining two separate solid, mild steel wires to all discontinuous steel elements until the complete steel matrix is continuous with itself. The Contractor shall submit details of the intended method for this operation and materials specifications for approval by the Engineer.
 - 1. Prior to installing the jacket, the CP Specialist or technician, shall perform an electrical continuity test between all strands, spiral ties, and dowel bars (if present) on all concrete components receiving cathodic protection. The CP Specialist shall certify such tests correct and a detailed report shall be provided to the Engineer at the end of the project.
 - 2. Strands and dowels for continuity test shall be exposed by drilling a $\frac{3}{4}$ inch diameter hole to each strand and/or dowel in the concrete, or by saw cutting a trench exposing the steel reinforcement. Special care shall be observed to avoid cutting any of the existing reinforcing steel during the drilling or saw cutting operation.
 - a. Concrete excavations to expose the spiral tie shall be performed inside the jacket limits. Dimensions of the excavation shall be kept to a minimum but not exceed 4 inch by 4 inch. Routing wires outside the excavation to the conduit system shall be performed inside the jacket conduit attached to the terminal box. The Contractor shall verify continuity between the connections and the spiral tie prior to coating with epoxy.
 - b. If using the saw-cut method; stagger the elevation on each pile face within the jacket limits. Using existing exposed steel for continuity testing when possible. Some additional chipping may be necessary to expose the strands and/or dowels. Where continuity correction is required, additional concrete excavation will be necessary. Size of continuity correction excavation shall be maintained at the minimum required to expose the discontinuous to a continuous adjacent strand as shown in the construction plans or advised by the Engineer. Continuity shall then be provided to all strands inside the groove.

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3. Repair any discontinuous steel at no extra cost. Provide continuity by resistance welding two continuous solid steel wires to each strand requiring continuity correction inside the excavation. Re-test continuity on all strands after this operation is completed. All welds shall be approved satisfactory by the Engineer, appointed inspector or CP Specialist before coating with epoxy. Continuity welds shall receive a coat of 100% solids, non-conductive epoxy such that no welded wire shall be in contact with the concrete when patching. Intended resistance welding equipment and procedure shall be included and submitted for approval in the shop drawings prior to performing this work.
 4. After connection is approved, the excavation shall be filled with an approved mortar prior to the jacket installation.
- F. Negative Connections (to steel reinforcement): The Contractor shall install an electrical negative connection on each concrete element receiving cathodic protection. This location shall be maintained constant at locations unless otherwise approved by the Engineer and the CP Specialist. Connections shall be one of the following methods:
- a. The connection shall be performed by brazing two No. 10 AWG THWN copper strand wires to different areas of the steel reinforcement at the elevation shown in the construction drawings. A sufficient length of wire shall be used such that the wires can be routed to the terminal box mounted on the pile without any splices. The wire shall be brazed to a minimum length of the spiral tie of 1 inch. The brazed part of the negative connection wire (at the spiral ties) shall receive a coat of 100% solids, non-conductive epoxy such that no wire or brazing material will be in contact with the concrete when patching.
 - b. Soldered electrical ring connectors shall be used for the connection. Connection between the ring connectors shall be made using 316 stainless steel bolts, nuts and washers. The connection shall be properly insulated after completion. Wire splices and connections insulating method and materials shall be submitted to the Engineer for approval prior to performing this work.
 - c. Alternate method submitted and approved by CP Specialist and Engineer.
- G. Terminal Box: The terminal box shall be placed at a convenient location for testing and in an area less likely to see damage. The elevation of the terminal box shall be maintained constant throughout the project where possible for similar elements.
- H. Forms: Jackets shall be equipped with staged pumping ports at specific locations to assure good concrete placement and provide a void-free fill annulus.
1. All joints need to be sealed for a grout-tight seal prior to placing any of the fill material.
 2. Upon placing the forms around the concrete components; they should be grout-tight and capable of maintaining their shape without assistance or damage. Jacket stand-offs may require field fabrication after removal of unsound concrete to assure proper alignment of the jacket during fill material placement.
- I. Placement: Filling material shall not be dropped into the form from elevations greater than six feet. Filling material for jackets extending below water level shall be pumped from the bottom upward using the staged pumping ports. The pumping process shall continue after initial filling until no water is present at the highest discharge point of the jacket and a uniform grout consistency is achieved.

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- J. Curing: After the filling material has cured for a minimum 72 hours, all temporary form support and/or bracing shall be removed from the FRP jackets and the exterior of the jackets shall be cleaned of any filling material which may have been deposited.

3.04 COMMISSIONING

- A. Commissioning the System: The CP Specialist shall submit a report to the Engineer detailing: continuity testing and correction, anode to steel resistance, initial current, and static and energized on and off potentials for each test station on the concrete components being protected. The commissioning report and the Contractor's spall size log shall be submitted to the Engineer at the completion of the project.

END OF SECTION 16651

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 Attachment B-1 which is attached and made a part of this Agreement. The CITY is adding a separate \$13,799.15 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$151,796.15. Retainage of (10%) ten percent will be a part of said agreement and future payments.

**BID TABULATION
ITE 20-037
Naples Pier Corrosion Mitigation - ITB**

SPECIFICATION ITEM NO.		DESCRIPTION	DRAWING 6102 KEY DESIGNATION	UNIT	QTY	UNIT PRICE	TOTAL COST	
1A (7.0)	PHASE-1	Contractor Mobil/Demob Time Frame July-September 2020		EA	2	\$7,050.00	\$14,100.00	
1B (7.0)	PHASE-2	Contractor Mobil/Demob Time Frame July-September 2021				\$0.00	\$ 0.00	
1C (7.0)	PHASE-1 & 2	Contractor Mobil/Demob Time Frame July-September 2020				\$14,100.00		
2 (B.1)		Dug Holes	PP	EA	3	\$287.00	\$ 861.00	
3 (B.2)		Spot Repair	SR	EA	881	\$42.50	\$23,417.50	
4 (B.3)		CRACK Repair	CL	EA	162	\$47.50	\$ 7,720.00	
5 (B.4)		Rebar Chair Repair	RC	EA	324	\$42.50	\$13,770.00	
6 (B.0)		Galvanic Jackets (Ten) - Life Jacket	DJ	FT	80	\$893.50	\$ 78,628.00	
7		Project Total = (Item Numbers 1A+1B+2+3+4+5+6)					\$137,896.50	

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?		NO	
Is there an additional charge for credit card payment?		NO	
Discount for early payment?	YES		1.5%
Prompt payment terms: 1.5 % 5 Days; Net 30 Days			

Company Name: Vetor Contracting Services, LLC

EIN: 30-0818740

Email: rvetor@vetorcontracting.com

Name and Title of individual completing this schedule:

Ryan Vetor

President

(Printed Name)

(Title)

X Ryan Vetor
(Signature)

May 21, 2020
(Date)

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 President of the Vektor Contracting Services, 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 10 day of JUNE, 2020.

By: 