

## CONTRACTOR'S AGREEMENT

### ITB No. 23-024 8th St S Parking Garage Restoration Project - ITB

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this 5<sup>th</sup> day of June 2023 by and between the **CITY OF NAPLES COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district (the "CRA"), and **THE WALKER CONTRACTING GROUP, INC.**, a Florida Corporation authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

#### WITNESSETH

**WHEREAS**, the CRA is a dependent special district in the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

**WHEREAS**, the CRA has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONTRACTORS and SUBCONTRACTORS; and

**WHEREAS**, CONTRACTOR was the successful bidder for an advertised Invitation to Bid identified as ITB 23-024 titled 8th St S Parking Garage Restoration Project which satisfies the CITY's Procurement Policy Sec. 2-663; and

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid documents (**ITB 23-024**) issued in connection with this project.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
  - a. The CRA hereby retains CONTRACTOR to furnish goods and services as described in the **Scope of Services, which is attached hereto as Exhibit "A"** and incorporated

herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit "A"** will be resolved in favor of the body of this Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in Invitation to Bid (ITB), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CRA, together with any addenda, all hereinafter the "**Bid Documents**, as applicable." The **Bid Documents**, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Commencement and completion/Term.**

- a. CONTRACTOR will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. Liquidated damages will be assessed against CONTRACTOR in an amount consistent with the current Section 8-10.2 Florida Department of Transportation Standard Specifications for each day after that the work contemplated by this Agreement is incomplete based on an NTP and its stated time frame of completion.
- c. This Agreement will commence on award and be in effect until completion of the project. 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 CRA for all or any designated portion of the Project and must be completed by no later than Ninety (90) days from the issued NTP.

4. **Payment.**

- a. The CRA agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in **Exhibit "B"**, which is attached hereto and incorporated herein by reference. The amount of the **Agreement is \$175,458.50**, which includes a **\$16,000.00** City Controlled Contingency. CONTRACTOR must perform all work required by the Scope of Services stated, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in an agreed upon Change Order in writing signed by both Parties.
- b. Progress payments, if any, will be made as set forth in an NTP.
- c. The CRA reserves the right to withhold amounts in the event of the nonperformance of all or part of CONTRACTOR'S obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Each final invoice will be processed, upon completion of the CRA's final inspection and the CONTRACTOR'S

submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in **ITB 23-024**.

a. Quality Guarantee/Warrantee

a.1 CONTRACTOR will guarantee its work without disclaimers, unless otherwise specifically approved by the CRA, for a minimum of twelve (12) month from the final completion date.

a.2 Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of the final completion.

a.3 Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, including shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the CRA.

a.4 If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the CONTRACTOR shall pick up the product from the CRA at no expense to the CRA. The CRA reserves the right to reject any or all materials, if in its judgment the items reflect unsatisfactory workmanship or manufacturing or shipping damage. The CONTRACTOR shall refund, to the CRA, any money which has been paid for same.

b. **Acceptance of work product, payment, and warranty.** When the CRA receives an invoice sufficiently itemized to permit audit, the CRA will diligently review the invoice. When the CRA finds the invoice acceptable and finds the products and services acceptable, the installment payment will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in **Exhibit "B."** CONTRACTOR guarantees the successful performance of the work for the products and services intended. If the CRA deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CRA may make an equitable deduction from the contract price, or, in the alternative, the CRA may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CRA) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR'S industry or profession to be a reliable basis and foundation for CONTRACTOR'S work product. CONTRACTOR must notify the CRA in writing if it appears, in CONTRACTOR'S professional judgment that the data or information provided by the CRA for use in CONTRACTOR'S work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CRA any error appearing in the work as a result of CONTRACTOR'S failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CRA will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the CRA in whole or in part at any time without cause by the CRA giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CRA or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
  - b. CRA's Project Manager assigned is Travis Delashmet, Facilities Maintenance Superintendent.
  - c. CONTRACTOR'S Project Manager assigned is John M. Walker, Estimating Project Manager.
8. **Notices.** All notices required or made pursuant to this Agreement to be given by the CONTRACTOR or the CRA 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 addresses of record:
- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8<sup>th</sup> Street South; Naples, Florida 34102.
  - b. **To CONTRACTOR** The Walker Contracting Group, Inc., Attention John M. Walker, Estimating Project Manager; 3074 North Horseshoe Drive, Naples, Florida 34104.

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CRA from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly engaged or employed by either of them.
- b. The CITY's General Insurance Requirements (attached as **Exhibit "C"**) apply. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-

insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** A Payment & Performance Bond shall be obtained by the CONTRACTOR and shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. CONTRACTOR prior to commencement of work, will record the Payment & Performance Bond in the public records of Collier County and furnish a copy of the original recorded bonds to the CITY Purchasing Department. If a surety bond has been required for the CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CRA, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CRA. The CRA will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CRA.
- b. This Agreement is a non-exclusive contract; the CRA is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
- c. **Retainage.** As a method to assure completion of all project/work orders over the total amount of \$100,000.00, retainage in the amount of five percent (5%) of all work completed may be withheld from the payment. The retainage will be released upon completion of the CITY's final inspection and submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in ITB 23-024.
- d. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- e. **Personal nature of Agreement; Assignment.**
  - i. The parties acknowledge that the CRA places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CRA.
  - ii. If CONTRACTOR requires the services of any SUB CONTRACTOR or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CRA Project Manager prior to engaging such SUB CONTRACTOR or professional associate. CONTRACTOR will remain fully responsible for the services of any SUB CONTRACTOR s or professional associates.
- f. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

**g. Independent CONTRACTOR.**

- i. CONTRACTOR is, and will be deemed to be, an independent CONTRACTOR and not a servant, employee, joint adventurer, or partner of the CRA. None of CONTRACTOR'S agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CRA. None of the benefits, if any, provided by the CRA to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CRA to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and SUB CONTRACTOR s during the performance of this Agreement. Although CONTRACTOR is an independent CONTRACTOR, the work contemplated herein must meet the approval of the CRA and is subject to the CRA's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR'S business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CRA will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all SUB CONTRACTORs to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any SUBCONTRACTOR s during the Term of this Agreement.

**h. Indemnification.**

- i. CONTRACTOR must indemnify and hold the CRA harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CRA, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR'S performance under this Agreement or by any person on CONTRACTOR'S behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR'S agents, employees, and SUB CONTRACTORs).

CONTRACTOR must further indemnify the CRA against any claim that any product purchased or licensed by the CRA from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CRA by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR'S execution of this Agreement. CONTRACTOR'S obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CRA and not considered to be the CRA's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CRA to indemnification, the CRA must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CRA decides to participate in the proceeding or defense, the CRA will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CRA specified in the Agreement shall not be construed as a waiver of CRA's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CRA in the Agreement in derogation hereof shall be void and of no force or effect.

j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CRA's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent or will be construed as waiver or consent, by the CRA to be sued by third parties in any matter arising out of this Agreement.

k. **Public records.**

- i. CONTRACTOR is a " CONTRACTOR " as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CRA to perform the service.
  2. Upon request from the CRA's custodian of public records, provide the CRA 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 Chapter 119 or as otherwise provided by law.
  3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CRA.
  4. Upon completion of this Agreement, transfer, at no cost, to the CRA all public records in possession of CONTRACTOR or keep and maintain public records required by the CRA to perform the service. If CONTRACTOR transfers all public records to the CRA upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
  - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
  - iv. CONTRACTOR consents to the CRA's enforcement of CONTRACTOR'S Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CRA.
  - v. CONTRACTOR'S failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CRA.
  - vi. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CRA harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.
  - vii. **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  
CRA CLERK AS CRA OF NAPLES CUSTODIAN OF PUBLIC  
RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT:  
PUBLICRECORDSREQUEST@NAPLESGOV.COM; PHYSICAL  
ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.  
MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA  
34102.**

- I. **Ethics. Compliance with Ethics Code.** CONTRACTOR agrees and understands that by entering into this contract, Contractor is a "Covered Person" as that term is defined by Section 17.3. (1)(a) of the City Charter and must comply with the City of Naples Code of Ethics, as applicable and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-975(h)(3)(a) and (b) of the Ethics Code,

Except as otherwise prohibited by law:

1. CONTRACTOR is prohibited from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during the term, and for a period of two years after termination, of the contract; and
  2. CONTRACTOR agrees to pay for liquidated damages in favor of the city for violation of this subsection in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the business entity; and (ii) the amount equal to the total of the compensated public official's or city employee's last two years of gross compensation from the city.
- m. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CRA's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all SUBCONTRACTORS to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
  - ii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its SUBCONTRACTORS are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CRA, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs,

including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CRA's sovereign immunity.

- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the SUBCONTRACTOR(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent CONTRACTORs, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. CONTRACTOR shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CRA and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CRA and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CRA's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CRA or the State of Florida may have.
- vi. Inspections. CONTRACTOR shall permit, and require its SUBCONTRACTORs to permit, the CRA's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records,

and accounts pertaining to the financing and development of the Services described in the Contract Documents.

vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

n. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its SUBCONTRACTORS an affidavit stating that the SUBCONTRACTOR does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat. The **E-VERIFY AFFIDAVIT** attached hereto as **Exhibit-D** is hereby incorporated into this Agreement by reference.

11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CRA'S staff do not suffice to legally bind the CRA in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CRA representatives.

c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.

- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR'S work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CRA's rights under this Agreement, or of any cause of action the CRA may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CRA for goods or services of any amount may be terminated at the option of CRA if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CRA if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- k. **Non-appropriation.** CRA's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CRA's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the CRA Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CRA subject to the CRA paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**12. Special Provisions.**

- a. None.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

**ATTEST:**

**CRA OF NAPLES, FLORIDA**

By:   
 Patricia R. Rabinosk, CRA Clerk

By:   
 Jay Boodheshwar, City Manager  
 acting as Executive Director of the  
 CRA

Approved as to form and legal sufficiency:

By:   
 General Counsel

**THE WALKER CONTRACTING GROUP, INC.**  
3074 North Horseshoe Drive  
Naples, Florida 34104  
Attention: John M. Walker, Estimating Project Manager

by *[Signature]*  
as its President and Authorized Agent

(CORPORATE SEAL)

ATTEST:

*[Signature]*

Printed Name: Katie Walker, Title CFO

STATE OF FLORIDA

CITY OF NAPLES

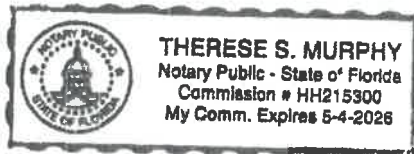
The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this 5TH day of JUNE, 2023, by MICHAEL K WALKER of THE WALKER CONTRACTING GROUP, INC., a Florida Corporation, on behalf of the company, and he/she is personally known to me or has produced \_\_\_\_\_ as identification.

*[Signature]*  
Signature of Notary Public - State of Florida

THERESE S. MURPHY  
Printed/Typed/Stamped Name of Notary

My commission expires: 5-4-26



**City of Naples, FL  
ITB No. 23-024  
8th St S Parking Garage  
Restoration Project**

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**UNDER SEPARATE COVER**

**Attachment A - Naples Parking Garage CONSTRUCTION PLANS**  
**Attachment B - City of Naples Parking Garage 4th Avenue Report**

**City of Naples, FL**  
**ITB No. 23-024**  
**8<sup>th</sup> St. S Parking Garage Restoration Project – ITB**

**PROJECT REQUIREMENTS AND SPECIFICATIONS**

**A. PROJECT DESCRIPTION**

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 complete concrete restorations and other miscellaneous repairs to the building structure. The City of Naples parking garage is located at 400 8<sup>th</sup> Street South.

**B. SCOPE OF WORK:**

1. Repair Areas of Loose Concrete Spalling
2. Remove and Repair Concrete Pop-outs
3. Install CFRP Biscuits
4. Remove and Replace Cant Bead
5. Excavate Planters and Install Urethane Caulking
6. Install Planter Drain Holes
7. Guard Cable Mortar Packing
8. Repaint Steel Cable Eyes

**C. 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.

**D. PROJECT MANAGEMENT:**

Facilities Maintenance Supervisor and/or his authorized representative will serve as the City's Project Manager.

**E. 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 General Contractors 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.

#### **F. INSURANCE**

The City's General Insurance Requirements on page 16 apply. Successful contractor(s) must furnish proof of insurance as per specifications. Contractors should investigate and determine they hold the necessary insurance prior to bid submittal.

#### **G. 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, material suppliers, and equipment 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.

#### **H. 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 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.

#### **I. 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 contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws. Remove leftover materials, trash, debris, from project site and surrounding areas daily.

#### **J. PRE-CONSTRUCTION CONFERENCE**

Schedule a pre-construction meeting with the Owner's Representative at least 14 days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

#### **K. SCHEDULING OF WORK:**

1. All work will be performed from Monday through Friday between the hours of 7:00 am to 5:00 pm unless prior approval has been obtained from the Project Manager.
2. Contractor must provide a Supervisor, with all labor, materials, and equipment.
3. Contractor must provide a minimum of (1) English-speaking Supervisor at ALL times.
4. Contractor shall remain on the job EVERY day until completion. (Weather permitting)
5. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Project Manager within 3 days of notification or sooner depending on the nature of the deficiency.

#### **L. 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 successful bidder(s) will meet with Project Manager and set up procedures prior to the start of work.

#### **M. 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 Contractor until correction is made.

#### **N. QUALIFICATIONS:**

The Contractor shall be licensed with a minimum of three (3) years' experience in related commercial application. All bidders shall provide, with their bid proposal, a list of at least three (3) commercial references. The City reserves the right to contact these as references, in order to determine the competency of the Contractor. In addition, the licenses and experience of the designated contact person shall be supplied at bid opening.

**O. 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.

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

**P. REJECTING DEFECTIVE WORK:**

The Facilities Maintenance 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. Facilities Maintenance Superintendent 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 shall 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 ensure 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.

**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.

**Q. 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 Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State FDOT Standard Plans 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:
<b>4/13/2023</b>	<b>8th St S Parking Garage Restoration Project - ITB</b>	<b>23-024</b>	<b>5/2/2023 2:00PM</b>

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

**The following answers to written, submitted questions:**

- Item 1 – Repair areas of loose concrete spalling. You give a quantity of 30ea. Is this locations or SF?

**Answer: 30 unique locations.**

- Since there are no locations marked on the drawing it is difficult to determine total SF of repair needed. I walked entire garage and the spalls I did see averaged between 1 – 1 ½ Sf ea. but I don't know if what I'm considering a spall is the same as the engineer who did the assessment. Can you give a SF Quantity so that everyone is bidding apples to apples and we have a baseline when doing the project?

**Answer: 30 unique locations, assume depth of 1'x1'x0.25' (Total of 7.5cu.ft)**

- The condition assessment mentions exposed WWF with a repair of epoxy coating. There is no line item for this or a detail or spec.

**Answer: This minor repair is not part of the project.**

- Item 2 – Remove and repair Concrete pop outs. There is no detail for this item.

**Answer: Routine- Remove: 20 pop outs at the double-tee weldments and repair with sand aggregate epoxy. The locations are obvious and can be layed out in preconstruction.**

- On the planter repairs do we remove all the soil and plants from the planters or just the areas where we are doing the work ie: either side of the joints and where a drain hole is to be drilled?

**Answer: Just the areas of the joints and where the drain hole is to be drilled.**

**IMPORTANT MESSAGE**

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

6. Schedule of values calls for repainting of Cable eyes with a qty of 22. There are 8 locations on the top level with 11 eyes at each location that are showing rust, do we just price the 22 or 88?

**Answer: 88. Please see Exhibit A for Revised Statement of Values.**

**The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.**

**1. REVISED SCHEDULE OF VALUES FORM:**

**Attached Exhibit A is a REVISED SCHEDULE OF VALUES FORM. The Form replaced in its entirety the originally published Schedule of Values Form.**

**THE REVISED SCHEDULE OF VALUES FORM (EXHIBIT A) MUST BE USED BY BIDDERS OR THE BID WILL BE REJECTED.**

**Exhibit A - Revised Statement of Values**

**###**

**IMPORTANT MESSAGE**

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



City of Naples ITB- 23-024 SCHEDULE OF VALUES

400 8th St S Parking Garage Restoration Project			ITB- 23-024		
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
1	Repair Areas of Loose Concrete Spalling	EA	30		\$ -
2	Remove and Repair Concrete Pop-outs	EA	20		\$ -
3	Install CFRP Biscuits	EA	407		\$ -
4	Remove and Replace Cant Bead	LF	2300		\$ -
5	Excavate Planters and Install Urethane Caulking	EA	32		\$ -
6	Install Planter Drain Holes	EA	24		\$ -
7	Guard Cable Mortar Packing	EA	22		\$ -
8	Repaint Steel Cable Eyes	EA	88		\$ -
<b>TOTAL COST:</b>					\$ -

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

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

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?	<input type="radio"/>	<input checked="" type="radio"/>	
Is there an additional charge for credit card payment?	<input type="radio"/>	<input checked="" type="radio"/>	
Discount for early payment?	<input type="radio"/>	<input checked="" type="radio"/>	
Prompt payment terms: _____% _____ Days; Net 30 Days	<input type="radio"/>	<input checked="" type="radio"/>	

Company Name: \_\_\_\_\_

EIN: \_\_\_\_\_

Email: \_\_\_\_\_

Name and Title of individual completing this schedule: \_\_\_\_\_

\_\_\_\_\_

X \_\_\_\_\_  
(Signature) (Date)

**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 2**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
<b>4/21/2023</b>	<b>8th St S Parking Garage Restoration Project - ITB</b>	<b>23-024</b>	<b>5/3/2023 2:00PM</b>

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

**The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.**

1. Addendum 1 of the solicitation is hereby amended with the strikethrough wording being deleted in their entirety, and replaced by the wording in underlined red type

**1. REVISED Bid opening date & Time from Addendum #1:**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
<b>4/13/2023</b>	<b>8th St S Parking Garage Restoration Project - ITB</b>	<b>23-024</b>	<del><b>5/2/2023</b></del> <b>5/3/2023</b> <b>2:00PM</b>

**###**

**IMPORTANT MESSAGE**

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



**Exhibit A - Revised Schedule of Values**

**City of Naples ITB- 23-024 SCHEDULE OF VALUES**

400 8th St S Parking Garage Restoration Project			ITB- 23-024		
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
1	Repair Areas of Loose Concrete Spalling	EA	30	\$142.00	\$ 4,260.00 -
2	Remove and Repair Concrete Pop-outs	EA	20	\$115.00	\$ 2,300.00 -
3	Install CFRP Biscuits	EA	407	\$215.00	\$ 87,505.00 -
4	Remove and Replace Cant Bead	LF	2300	\$5.75	\$ 13,225.00 -
5	Excavate Planters and Install Urethane Caulking	EA	32	\$952.50	\$ 30,480.00 -
6	Install Planter Drain Holes	EA	24	\$650.00	\$ 15,600.00 -
7	Guard Cable Mortar Packing	EA	22	\$142.75	\$ 3,140.50 -
8	Repaint Steel Cable Eyes	EA	88	\$33.50	\$ \$2,948.00 -
<b>TOTAL COST:</b>					\$ 159,458.50 -

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

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

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?	<input type="radio"/>	<input checked="" type="radio"/>	
Is there an additional charge for credit card payment?	<input type="radio"/>	<input checked="" type="radio"/>	
Discount for early payment?	<input checked="" type="radio"/>	<input type="radio"/>	
Prompt payment terms: ___% ___Days; Net 30 Days	<input type="radio"/>	<input checked="" type="radio"/>	

Company Name: The Walker Contracting Group, Inc.

EIN: 59-3748586

Email: jwalker@walkercontractinggroup.com

Name and Title of individual completing this schedule:

John Walker- Estimating Project Manager

X   
(Signature)

5/3/2023  
(Date)

## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, pursuant to ISO Form CG001, 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 all policies except workers' compensation and professional liability 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.

**Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.**



Policy Number: VGGP007043  
 Insured Name: The Walker Contracting Group, Inc.  
 Number: 34

CG 20 10 04 13

Effective Date: 01/01/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**Policy Number:** VGGP007043  
**Insured Name:** The Walker Contracting Group, Inc.  
**Number:** 35

**CG 20 37 04 13**

**Effective Date:** 01/01/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: VGGP007043  
Insured Name: The Walker Contracting Group, Inc.  
Number: 36

CG 24 04 05 09

Effective Date: 01/01/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

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SCHEDULE
<p><b>Name Of Person Or Organization:</b> Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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**Insured Name:** THE WALKER CONTRACTING GROUP INC  
**Policy Number:** WC010006525903  
**Agency Name:** 108, Lutgert Insurance

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by: FCCI Insurance Company 24570

Endorsement Number: 0000013

Effective Date: 01/01/2023

Date Issued: 11/01/17

Countersigned by \_\_\_\_\_  
Authorized Representative



**Attachment: Immigration Law Affidavit Certification**

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name The Walker Contracting Group, Inc.

Print Name Katie Walker Title CFO

Signature [Signature] Date 5/3/2023

State of Florida

County of Collier

The foregoing instrument was signed and acknowledged before me this 3<sup>rd</sup> day of MAY, 2023 by

KATIE WALKER who has produced IS PERSONALLY KNOWN as identification.  
(Print or Type Name) (Type of Identification and Number)

[Signature]  
Notary Public Signature

MELISSA PAUKSTIS  
Printed Name of Notary Public

3-12-2027  
Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.