

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

**Bid/Proposal No.**                    **18-064**

**Clerk Tracking No.**                2018-00122

**Project Name:**                    **Parking Garage Maintenance**

THIS AGREEMENT (the "Agreement") is made and entered into this **5<sup>th</sup> day of September 2018**, by and between the City of Naples Community Redevelopment Agency, a Florida Public Body Corporate, (the "CRA") and **Crazy Horse Enterprises, Inc., dba Vic's Painting and Reconstruction** a Florida Corporation, located at: **17000 Alico Commerce Court, Suite 102; Fort Myers, Florida 33967** (the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA 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. 18-064** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE  
CONTRACTOR'S RESPONSIBILITY**

1.1. The Services to be performed by CONTRACTOR are generally described as **Parking Garage Maintenance** 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 professional 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. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CRA, a qualified licensed professional 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 CRA that it has expertise in the type of professional 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 CRA's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CRA of such conflict and utilize its best professional judgment to advise CRA 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 CRA's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants 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 CRA who in any way deals with, coordinates on, or assists with, the professional 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 CRA in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CRA 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 CRA, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CRA on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CRA.

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 CRA for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CRA'S RESPONSIBILITIES**

2.1. The CRA shall designate in writing a project coordinator to act as the CRA'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

CRA'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 CRA is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes shall only be made by or upon the authorization of the CRA's City Manager as authorized by City Council in the enabling legislation or in the CRA'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 CRA 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 CRA for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CRA for all or any designated portion of the Project and **shall be performed and completed in (30) thirty days from said Notice to Proceed with an estimated completion date of October 9, 2018 with a 30-day 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 CRA, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CRA 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

CRA 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 CRA. The CONTRACTOR's sole remedy against the CRA 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 CRA hereunder, the CRA 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 CRA'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 Bonds. CONTRACTOR will secure a Payment & Performance Bond with 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 supply CITY with an original that will be scanned for CITY Project records.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CRA for all Services shall not exceed **\$100,000.00 for Fiscal Year 2018 Phase 1 which includes a (\$11,814.00) CITY controlled Contingency and \$116,319.00 for Phase 2 – Fiscal Year 2019 Contingent on Appropriation of Funding** 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 CRA, or any duly authorized agents or representatives of the CRA, 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 CRA 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:PublicRecordsRequests@naplesgov.com; Address: 735 8<sup>th</sup> Street S.; Naples, Florida 34102. Mailing address: same as street address.**

**5.3 The CONTRATOR 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 CONTRCTOR 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 CRA and the City of Naples from liabilities, damages, losses and costs, including, but not limited to, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN  
INSURANCE**

7.1. 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 CRA. 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 CRA. No provision of this Agreement shall, however, be construed as constituting an agreement between the CRA 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 CRA 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 CRA 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 CRA shall be deemed to be a waiver of any of the CRA'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 CRA 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 CRA, 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 CRA 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 CRA 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 CRA shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CRA shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CRA 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 CRA, 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 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 CRA's address of record:

City of Naples Community Redevelopment Agency  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **A. William Moss**, Executive Director

13.2. All notices required or made pursuant to this Agreement to be given by the CRA 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:

Crazy Horse Enterprises, Inc., dba Vic's Painting and Reconstruction  
17000 Alico Commerce Court, Suite 102; Fort Myers, Florida 33967  
Attention: **Victor J. Hein**, President  
FEI/EIN Number: On-File (State: FL)

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN  
MISCELLANEOUS**

14.1. The CONTRACTOR assumes toward the CRA 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 CRA 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 CRA.

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 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20<sup>th</sup> Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 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.

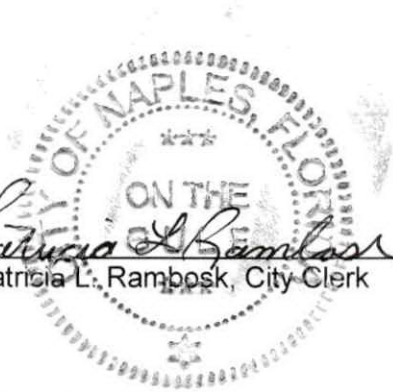


IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

By:

Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk



**CRA:**

CITY OF NAPLES, FLORIDA,  
COMMUNITY REDEVELOPMENT AGENCY  
A Public Body Corporate

By:

A. William Moss  
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By:

Robert D. Pritt  
Robert D. Pritt, City Attorney

**CONTRACTOR:**

CRAZY HORSE ENTERPRISES, INC.,  
DBA VIC'S PAINTING AND RECONSTRUCTION  
17000 Alico Commerce Court, Suite 102  
Fort Myers, Florida 33967  
Attention: **Victor J. Hein**, President

**CONTRACTOR:**

[Signature]  
Witness

Rocky House - Rocky House  
Witness Printed Name

By:

Victor J. Hein

Printed Name:

VICTOR J. HEIN

Title:

President

FEI/EIN Number: On File

A Florida Corporation (FL)

(CORPORATE SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement is included in Attachment A-1 which is attached and made a part of this Agreement.**

**END OF EXHIBIT A**

## Scope of Work

The City is seeking bids to remove and re-install new backerod and sealant at structural joints and furnishing all materials, labor and equipment for the interior and exterior painting of the Naples Parking Garage structure located at 801 6th Ave South, City of Naples FL.

### SPECIFICATIONS FOR PARKING STRUCTURE JOINT RE-SEALING

#### A. SCOPE OF SERVICE:

Removal and re-install of new backerod and sealant at structural joints. The structure is four levels and has over 300 parking spaces. Work to be completed includes:

1. Remove all existing sealant and backerod from expansion joints at:
  - a. Joints between double T sections: 6,520 linear ft
  - b. Total length along interior wall: 3,031 linear ft
  - c. Misc joints at turns: 2,244 ft
  - d. Total joint length = 11,795 linear feet.
  - e. Expansion joints measurements should be field verified by contractor before bidding.
2. Inspect steel connecting plates and mechanically clean or sandblast, apply two coats of Sherwin Williams Epoxy Mastic to all exposed steel, top and bottom.
3. Prepare joints according to manufacturer specification for installation Tremco Dymetric 240 Multi-Component Polyurethane Sealant (Exhibit A).
4. Install new backerod and sealant. The color will be determined prior start of the project.
5. Clean area of work.
6. Submit certificate of warranty for 5 years.
7. The City will close the parking garage for 30 days from the notice to proceed or start work date. The contractor will have 30 days to complete work.
8. All debris is to be disposed at end of every day by hauling away and no equipment parked or stored in parking area will be allowed.
9. All licensing, insurance, permits, inspections and cost associated with the project is contractor responsibility.

### SPECIFICATIONS FOR PAINTING PARKING STRUCTURE

#### B. SCOPE OF SERVICE:

Furnish all materials, labor and equipment for the interior and exterior painting of parking structure.

1. To prepare and repaint interior & exterior surfaces to include:

- a. All Interior & exterior Stucco Surfaces
  - b. All Interior Walls and Ceilings of Parking Garage
  - c. All Ceiling Pipes-Previously Coated
2. Areas not to be painted:
- a. Areas Not Listed Above to include:
  - b. Concrete Floors
  - c. White Aluminum Lattice work

## PREPARATION AND MATERIAL APPLICATION OF SURFACES TO BE PAINTED

3. Pressure Cleaning
- a. All interior and exterior surfaces are to be pressure-cleaned using a minimum of 3000 Lb. P.S.I. to obtain a sound substrate and to remove all loose paint and surface contaminations such as, salt deposits, mildew, and algae. Pressure cleaning is not to precede application of sealer coat by more than three (3) weeks. NOTE: Special attention should be paid to ensure that all loose material is removed exposing a sound substrate. Where algae are present, the areas may appear to be clean after pressure cleaning and still be contaminated. The manufacturer's representative will inspect and clear these areas along with the remaining areas before the sealer application begins.
  - b. On any and all areas where mildew is present, remove mildew using bleach and water. Follow manufacturer's precautions and handling instructions on bleach products. Shrubbery which cannot be readily covered should be sprayed with water before bleach solution is applied and again afterward.
4. Primers and Sealer Application
- a. Stucco surfaces that exhibits chalking after proper cleaning, are to be sealed with Sherwin-Williams Loxon Guide Coat 100% Acrylic Conditioner, A24-100 Series. This material is available in clear and pigmented.
  - b. NOTE: Before the sealer application is started, the Sherwin-Williams representative will examine the surfaces in order to verify that a sound substrate has been achieved.  
Areas that are not to receive sealer will have to be pre-approved by the owner and the Sherwin-Williams representative.
  - c. All metal pipes attached to building shall be wire brushed to remove all loose or flaking paint and rust and the unpainted areas will be primed with Kem Kromik Metal Primer then coated with SW Industrial Alkyd Enamel, B54 Series.

5. Patching (Prior to application of finish coats and after sealer coats)
  - a. All hairline cracks and shrinkage cracks of 1/16 of an inch or smaller shall be bridged using S/W ConSeal Smooth or Textured Elastomeric Patches, A5 Series by applying the product generously over the center of the crack. Then using a broad knife or brush, feather the material out on both sides of the crack and crowned on center to allow for any movement.
  - b. Cracks of greater than 1/16 of an inch should be routed out to form a "V". The joint should be cleaned and then be primed using S/W Loxon Guide Coat 100% Acrylic Conditioner, A24-100 Series. Caulk the joint using Pro Select Stampede One Component Polyurethane Sealant. Then apply a coat of S/W ConSeal Smooth or Textured Elastomeric Patches, A5 Series in a similar manner to the hairline cracks above.
  - c. All loose, broken or spalled stucco is to be removed and the area repaired based on the amount of square footage agreed upon between the owner and contractor. Conform patch to match existing surfaces as closely as possible. All replaced stucco must cure a minimum of three (3) days and must be primed using S/W Loxon Guide Coat 100% Acrylic Conditioner, A24-100 Series.
  - d. All previous crack repairs that have re-opened are to be treated as noted in 1 and 2. Note: Remove all existing material applied on initial repair. All repairs are to be textured in a way that will match the adjoining surfaces as closely as possible.
  - e. NOTE: This specification does not address the repair of concrete or structural damage. A structural engineer of the owner's choice should address these repairs. Without the proper repair to these areas you may see some deterioration of our coating.
  
6. Caulking (prior to application of finish coats and after sealer coats)
  - a. All deteriorated sealants are to be removed and the joints are to be cleaned and wiped out with Xylene. These joints along with the ones listed below are to be caulked using S/W Pro Select Stampede One Component Polyurethane Sealant.
  - b. All penetrations, including electrical and plumbing fixtures.
  - c. All vertical changes in wall direction.
  - d. Between dissimilar materials, such as wood to stucco, metal to stucco, etc.
  - e. NOTE: Some sealants are not always compatible with all other architectural sealants. Therefore, determination of the type of material to be caulked over is essential before proceeding with any caulking of areas. All sealant joints are to be a minimum of ½ inch wide. This will allow for at least ¼ inch adhesion to both sides of the joint.
  
7. Materials to be Used

- a. All materials are to be delivered to the building in unopened factory labeled containers.
  - b. All Stucco Surfaces, Walls and Ceilings.
    - Sealer - S/W Loxon Guide Coat 100% Acrylic Conditioner, A24-100 Series
    - Finish - S/W SuperPaint Exterior Latex Satin, A89-100 Series
  - c. NOTE: If the owner approves for the contractor to spray the above material, Sherwin-Williams will require that all sprayed areas be back-rolled. The Contractor is responsible to own and use a wet film thickness gauge to check application as he proceeds.
8. Metal Pipes and Miscellaneous Metal
- a. Spot Primer - S/W Kem Kromik Universal Metal Primer, B50 Series
  - b. Finish - S/W Industrial Alkyd Enamel, B54 Series
9. Requirements for Bidding Contractor
- a. Paint coatings are not to be applied during adverse weather conditions.
  - b. Reasonable care will be taken to protect all areas and foliage from paint spillage.
  - c. Contractor will make inspection as job progresses, and at completion is to remove old caulking materials, empty cans, etc.
  - d. All work is to be done in a neat, professional manner, in complete compliance with all recommendations issued or published by the manufacturers of each material used and, in a manner, so as not to interfere with the general business of the owners or their employees.
10. Delivery, Storage and Handling
- a. Deliver all materials to job site in unbroken containers bearing manufacturer's brand, product name and number plus color designation.
  - b. Store materials and equipment at site in properly ventilated and secured areas assigned for this purpose by building manager. All receiving, opening and mixing shall be done in this location.
  - c. Comply with manufacturer's recommendations as to environmental conditions under which material can be applied.
  - d. Protect adjacent surfaces from spattering or overruns using adequate drop cloths, masking, etc., as necessary.
  - e. Repair or cause to be repaired any surfaces damaged by operation.
11. Manufacturer's Warranty and Inspection by an Authorized Representative
- a. Deliver all materials to job site in unbroken containers bearing manufacturer's brand, product name and number plus color designation.
  - b. Upon completion of the entire project as specified in the specifications, the Paint Manufacturer must furnish a Non Pro-rated Seven(7)Year Limited

Warranty on the stucco materials. The Limited Warranty must provide seven (7) years of service from the date of purchase without peeling, blistering, cracking or other deterioration of the surface caused by defects in the paint system (see attached warranty).

- c. The manufacturer's representative will inspect each phase of the paint system's operations to include:
  - a. Preparation and pressure cleaning.
  - b. Applications of sealers, caulking and patching.
  - c. Application of finish coat.
  
- d. These specifications and the contractor's quotations are predicated upon a general review of the building, whereas commencement of work may reveal unforeseen conditions affecting extras and changes. This specification has been written for the purpose of identifying the products and procedures to be followed based upon the scope of work herein defined. A preliminary visual inspection was performed prior to writing these specifications. However, the inspection and these specifications do not necessarily encompass certain conditions and/or inherent problems that may exist in the building structure. These conditions may be but are not limited to: faulty roof or window structures, stucco and/or masonry degradation, loose railing stanchions and/or any other existing conditions which may directly or indirectly affect the adhesion and performance of any newly applied coating system. Therefore, it may be necessary to solicit the expertise of an engineer to determine any additional remedies to be implemented in conjunction with these specifications.

### **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. CONTRACT MANAGEMENT**

Travis Delashmet and/or his authorized representative will serve as the City's Contract 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.

The permit process shall begin within 48 hours of award and the work shall commence on September 5th 2018.

## **F. INSURANCE**

Successful contractor(s) shall furnish proof of insurance as per specifications. Contractors should investigate and determine if they hold the necessary insurance prior to bid submittal.

## **G. CONDUCT**

The contractor 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 contractor 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.
2. The City will close the parking garage for 30 days from the notice to proceed or start work date for work to be completed. The Contractor will have 30 days to complete the work.
3. The Contractor 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 successful bidder(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 Contractor until correction is made.

#### **M. QUALIFICATIONS**

The Contractor shall be licensed with a minimum of three (3) years' experience in painting, in 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.

#### **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 Contract Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Parks & Parkways/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.

#### **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.

#### **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.

**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 monthly basis on the percentage of work completed and as indicated in **Exhibit B which is attached and made a part of this Agreement.**

Item	Description	Crazy Horse Enterprises Inc. dba Vic's Painting & Reconstruction
1A	Mobilization (Phase 1 - Fiscal Year 2018)	\$11,841.00
Cost Schedule Joint Re-Sealing		
2	Remove all existing sealant and backerod from expansion joints	\$18,735.00
3	Inspect steel connecting plates & mechanically clean or sandblast, apply two coats of Sherwin Williams Epoxy Mastic to all exposed steel, top & bottom	\$22,243.00
4	Prepare joints according to manufacturer specification for installation Tremco Dymetric 240 Multi-Component Polyurethane Sealant	\$5,660.00
5	Install new backerod and sealant	\$21,757.00
6	Debris disposed	\$650.00
10	Concrete repairs at weld plates (Est. qty. 100 sq. ft.)	\$7,300.00
FISCAL YEAR 2018		
TOTAL COST Joint Re-Sealing		\$88,186.00
Cost Schedule Interior & Exterior Painting		
1B	Mobilization (Phase 2 - Fiscal Year 2019)	\$11,841.00
7	Pressure washing	\$12,446.00
8	Materials	\$32,396.00
9	Labor	\$59,636.00
TOTAL COST Interior & Exterior Painting		\$116,319.00
FISCAL YEAR 2019 - CONTINGENT ON APPROPRIATION OF FUNDING		
GRAND TOTAL ITEMS 1 THRU 10		\$204,505.00

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

**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.

Except for the Worker's Compensation and Professional Liability, 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 Crazy Horse Enterprises, Inc., dba Vic's Painting and Reconstruction** 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 CRA of Naples (CRA). 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 CRA 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 CRA.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CRA 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 CRA, 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 CRA, the CONTRACTOR will indemnify, defend and hold the CRA 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 27<sup>th</sup> day of August, 2018.

By: Vic's Enterprises, Inc.