

CONTRACTOR SERVICE AGREEMENT

RFP 23-026 Street Pavement and ROW Maintenance

THIS CONTRACTOR SERVICE AGREEMENT (hereinafter this "Agreement") is made and entered into this 21st day of June 2023 by and between the **City of Naples** (the "CITY"), a Florida municipal corporation and **Bonness, Inc.**, a Florida corporation authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY must maintain its pavement and right-of-way infrastructure, including but not limited to its asphalt roads, parking lots and driveways, concrete curbs and sidewalks, and decorative brick paver areas so that an adequate and expected level of service is maintained for residents in the City of Naples; and

WHEREAS, it is imperative that the CITY have adequate resources available to make annual repairs as well as emergency repairs to its pavement and right-of-way infrastructure; and

WHEREAS, CONTRACTOR is in the business of providing the street pavement and right-of-way maintenance; and

WHEREAS, on April 14, 2023, the CITY issued Request for Proposal RFP 23-026 titled Street Pavement and ROW Maintenance in accordance with the CITY's Procurement Policy and Sec. 2-663(1)(b) of its Code of Ordinances; and

WHEREAS, the CITY received a proposal from CONTRACTOR and one other proposal and the City Manager's Evaluation Committee found each to be responsive and qualified; and

WHEREAS, on June 21, 2023, City Council awarded a contract to CONTRACTOR for street pavement and right-of-way maintenance to be provided on an as needed basis and authorized the City Manager to execute an Agreement with CONTRACTOR; and

WHEREAS, approval of this Agreement is in the best interest of the residents of the City of Naples.

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 CITY 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 terms contained in 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 RFP 23-026 hereinafter the "Bid Documents, as applicable." The Bid Documents, as 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 Task Order (hereinafter "Task Order).
- b. This Agreement is for a one (1) year term, beginning on June 21, 2023, and ending on June 20, 2024, and may be renewed for four (4) additional one (1) year Terms, upon agreement of the parties in writing unless sooner terminated under the terms of this Agreement.

4. Payment.

- a. The CITY agrees to compensate CONTRACTOR, for work performed under this Agreement, subject to available funding, based on price and availability of services in the manner set forth in the "Basis of Compensation", which is attached as Exhibit B and made a part of this Agreement. In no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit B unless otherwise agreed by the City Council.
- b. The CITY 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.

a. Quality Guarantee/Warranty

- 1. CONTRACTOR warrants that all services provided hereunder will be made in accordance with the established industry standards and with reasonable care in accordance with applicable federal, state, and, local laws. All warranties will begin from the date of final completion.
- 2. CONTRACTOR warrants and guarantees their work without disclaimers for a minimum of twelve (12) months from final completion.
- 3. If any service does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of materials used or the specifications listed, the CITY reserves the right to reject any or all work if in its judgment the work is unsatisfactory. The CONTRACTOR shall refund, to the CITY, any money which has been paid for same.

- b. **Acceptance of work product, payment, and warranty.** When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the services acceptable, the CONTRACTOR will be paid within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "B." CONTRACTOR guarantees the accuracy of the testing result. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY may make an equitable deduction from the price contained in Exhibit B, or, in the alternative, the CITY may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) 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 CITY in writing if it appears, in CONTRACTOR's professional judgment that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work because of CONTRACTOR's failure to comply with the warranties and representations contained herein. Payment by the CITY will not relieve the 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 CITY in whole or in part at any time without cause by the CITY 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 CITY 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. CITY's Project Manager assigned is the Public Works Director.
 - c. CONTRACTOR's Project Manager assigned is Kathleen Bailie, President.
8. **Notices.** All notices required or made pursuant to this Agreement to be given by the CONTRACTOR or the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:

- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8th Street South; Naples, Florida 34102.
 - b. **To CONTRACTOR:** Bonness, Inc., Attention Kathleen Bailie, President, 1900 Seward Avenue, Naples, Florida 34109.
9. **Insurance.**
- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY 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. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required.
 - c. PROFESSIONAL LIABILITY (commonly known as errors & omissions (E&O) with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.
 - d. 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 more than, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** A performance and payment bond may be required for any work that is in excess of \$100,000 dollars and will be in an amount equal to 100% of the price for the work. The payment and performance bond shall be issued by a surety 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's Purchasing Department. If a surety bond has been required for the CONTRACTOR's faithful performance and payment, and if at anytime the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense within 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 satisfactory to the CITY. The CITY 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 CITY.
 - b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from obtaining similar services either as an independent job or a component of a larger project from other providers.

- c. **Retainage.** As a method to assure completion of all work orders over a total amount of \$100,000, retainage in the amount of 5% of all work completed will 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 RFP 23-026.
- 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 CITY 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 CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors 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 CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY 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 subcontractors during the

performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY'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 CITY 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 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 and any subcontractors during the Term of this Agreement.

h. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY 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 CITY, 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 subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification. 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 all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. If any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY 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 CITY decides to participate in the proceeding or defense, the CITY 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 express or implied indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY'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 CITY 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 CITY'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 CITY 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 CITY to perform the service.
 2. 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 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 CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY 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 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.

- 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 CITY'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 CITY.
- 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 CITY.
- vi. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY 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 CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL PUBLICRECORDSREQUEST@NAPLESGOV.COM; 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 Agreement, 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 t ears 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 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 CITY'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 CITY, 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 CITY'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 CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY 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 CITY'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 CITY or the State of Florida may have.

vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY'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 is hereby incorporated into this Agreement by reference as Exhibit D.

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

- a. **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 CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- b. **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.
- c. **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.
- d. **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.
- e. **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.
- f. **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 CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- g. **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.

- h. **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 CITY for goods or services of any amount may be terminated at the option of CITY 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 CITY 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.
- i. **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.
- j. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY'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 City 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 CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

2. Special Provisions.

a. None.

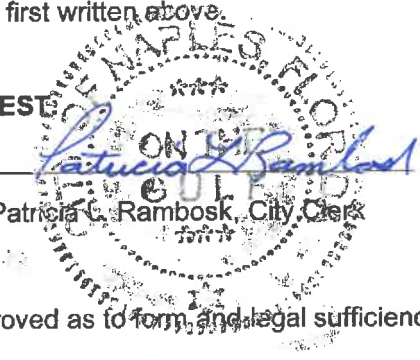
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

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

ATTEST

By:

Patricia C. Rambosk, City Clerk



CITY OF NAPLES, FLORIDA

By:

Jay Boodheshwar, City Manager

[Handwritten signature of Jay Boodheshwar]

Approved as to form and legal sufficiency:

By:

City Attorney

[Handwritten signature]

BONNESS, INC.

by

as its President and Authorized Agent

[Handwritten signature]

(CORPORATE SEAL)

ATTEST:

[Handwritten signature]

Printed Name: Deborah Ann Sekerak, Title Contracts Administrator

STATE OF FLORIDA

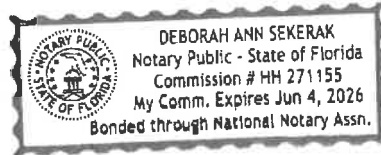
CITY OF NAPLES

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

online notarization, this 29th day of June, 2023, by Kathleen Bailie of Bonness, Inc., a Florida Inc., on behalf of the company, and he/she is personally known to me or has produced _____ as identification.


Signature of Notary Public - State of Florida

Deborah Ann Sekerak
Printed/Typed/Stamped Name of Notary



My commission expires: June 4, 2026



**City of Naples, FL
RFP No. 23-026
Street Pavement & ROW Maintenance - RFP**

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City of Naples
RFP No. 23-026
Street Pavement and ROW Maintenance – RFP
REQUIREMENTS AND SPECIFICATIONS

A. INTRODUCTION

The City of Naples desires to enter a contractual relationship with vendors capable of providing general street, right-of-way and City Facilities maintenance, repair, and rehabilitation and capable of undertaking and completing street resurfacing and construction projects of a defined scope and capable of providing a combination of manpower, equipment, and materials to perform general emergency street repairs. It is the City's intent to award to multiple contractors. Contractors may be designated in terms of primary service providers and standby service providers based on the selection's committees' overall ranking. The general routine maintenance work, capital improvement work and/or emergency repair work will be included under one or more of the following areas of work. Each Contractor's submitted qualifications, experience and compensation schedule will be utilized in determining the most responsive firms.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this RFP will be annual contracts that will be utilized for products and services limited to annual budget allocations. As such, no compensation will accrue to the vendor unless and until the contract is utilized in anticipation of a requested product or service. The contract(s) to be awarded under this RFP will be annual contracts consisting of new projects, repair, replacement, and maintenance tasks are issued. As such, no compensation will accrue to the CONTRACTOR unless and until the contract is utilized in anticipation of a requested project. Potential CONTRACTORS are solely responsible for their own costs of developing the proposal associated with this RFP.

B. BACKGROUND

The City of Naples' budgets include appropriated funds for the providing general street, right-of-way and City Facilities maintenance, repair, and rehabilitation and capable of undertaking and completing street resurfacing and construction projects of a defined scope and capable of providing a combination of manpower, equipment, and materials to perform general emergency street repairs. The planning approach is formulated in part on the concept of strategic pre-positioning of resources necessary for timely and coordinated efforts for repair and maintenance operations.

It is imperative that the City of Naples be prepared for all necessary repair and maintenance services associated within the Right of Way and Parks consisting of roadways, parking lots, sidewalks, curbing in order to maintain an adequate and expected level of service for the residents of the City of Naples.

The City of Naples seeks to establish contractual arrangements with qualified Contractor(s), on an as needed basis, for a one (1) year period, with four (4) automatic one-year renewals.

The City of Naples's 5-year Capital Improvement Plan (CIP) and operating budgets includes appropriated funds for the on-going maintenance and repair of the **Right of Way, City Facilities and Parks** systems owned and operated by the City of Naples. The planning approach is formulated in part on the concept of strategic pre-positioning of resources necessary for timely and coordinated efforts for repair and maintenance operations. A copy of the CIP is available at:

<https://www.naplesgov.com/finance/page/capital-improvement-program>

C. SCOPE OF WORK

1. CONTRACT WORK - STREET MAINTENANCE/RESURFACING: SECTION ONE (A) OF BID SCHEDULE

Annual road resurfacing and reconstruction typically begins in May of each year in accordance with the City's Pavement Management Plan (PMP), while other road maintenance occurs throughout the year. Regarding the PMP, the City will provide the Contractor a list of streets to be serviced along with the proposed method of maintenance resurfacing, repair or reconstruction. Although the bulk of the consolidated PMP work shall be performed between May and October of each year, there may be resurfacing projects that will be required outside of this time frame, primarily alley resurfacing and emergency repairs involving large areas of asphalt. The Contractor and/or his Subcontractors will need to be qualified in all the items described in Section One (A) and Unit Prices will be required for all Items listed in Section One (A). Payment by item of work shall be in accordance with the FDOT Road and Bridge Specifications, Current Edition which outlines the process for Fuel and Bituminous Adjustments subject to the following descriptions and comments:

- a) Items 334-1-12: Unit price shall include grading back pavement edge when required, milling the existing surface when required under with payment under Items 327-70, cleaning and tacking existing pavement, furnishing and installing asphalt in place along with final clean up. Unit price shall also include mobilization, MOT and any other expense necessary for completion of the Project.
- b) Item 425-5A: Per City of Naples Utilities Specification 02607, the use of drop in riser rings on the sanitary sewer manhole system is not allowed on overlay projects that raise the elevation of the road. The area around the manhole will be sawcut, excavated, ring and cover removed from the top of the structure and the reset to the new road elevation using precast concrete riser rings, brick and mortar. The City will inspect the manholes prior and if a new ring and cover is required, it will be supplied by the City. Once the

mortar has hardened, the excavated area will be backfilled and compacted with lime rock, flowable fill or asphalt and temporarily patched. A minimum of 4 EA Manhole Adjustments will be allotted per mobilization.

- c) Item #425-11 shall apply to the modification of drainage structures tops. If a new frame and grate is required, it will be supplied by the City.
- d) Concrete items in Section One (A) will be for replacement of dropped curbing and ADA Ramp upgrades prior to the resurfacing. Section Two concrete items will be for small repairs throughout the City.

2. CONTRACT WORK – STREET AND CITY FACILITIES MAINTENANCE/ASPHALT REPAIRS: SECTION ONE (B) OF BID SCHEDULE

This work consists of street and City Facilities repairs involving asphalt patching due to potholes appearing in the existing pavement and/or repairs involving patching areas subject of utility work and drainage work wherein the street base is constructed by others leaving the need to patch one to two inches of asphalt in depth. Quantities of work will be typically small, and response shall be on a weekly basis. Unit Prices will not be required for all Items listed in Section One (B).

- a) All items designated 'Pot-holes' shall consist of asphalt patching of City streets, alleys and City Facilities with plant-mixed mixture uniformly compacted followed by an asphalt 'tack & fill' to produce a level area. The basis of price and payment includes furnishing mixture, shaping the area to be patched, patching, compacting and MOT.
- b) All items designated 'Utility Cut Patch' shall be asphalt 'tack & fill' with a depth of up to two inches. The basis of price and payment includes furnishing mixture, shaping the area to be patched, patching, compacting and MOT. Work more than two inches in depth shall be performed on a 'time & material' basis.

3. CONTRACT WORK – ROW AND CITY FACILITIES REPAIRS/SIDEWALKS-CURBING-ALLEYS-DRIVEWAY-PARKS-ETC.: SECTION TWO OF BID SCHEDULE

This work consists of repairs involving the removal and replacement of the identified items of work. Unless this work is part of other maintenance activities, the quantities will typically be small, and response shall be on a weekly basis. Payment by item of work shall be in accordance with the FDOT subject to the following descriptions and comments. Unit Prices will not be required for all Items listed in Section Two.

- a) The basis for price and payment of all items #520 and #522 shall be 'remove, replace and restore'.
- b) The basis for price and payment of all items under the #286 shall include the equipment, material and manpower for the removal and installation of the designated driveway area.
- c) The basis for price and payment for items under #911 shall be material only delivered to the City of Naples. All related work involving personnel and equipment shall be on a 'time and rate' basis.
- d) Item #527-2, tactile embeds, will be brick red in color and imbedded in the wet concrete during the pour. (Access Tile or equivalent) After the fact installation using epoxy and anchors is not allowed.

4. CONTRACT WORK – SPECIAL PROJECTS

These projects can include street, sidewalk, driveway, drainage and/or utility work using both unit price items identified on the bid schedule and other items with cost to be subject to negotiated pricing. Timing-scheduling of projects is not known and are anticipated to be performed on an as-needed and availability basis. In addition to these special projects, the City reserves the right to negotiate with the successful bidder additional capital improvement projects of an expanded scope with successful negotiations being subject of contract amendments.

The projects executed under this solicitation shall also have the ability to be negotiated based on lump sum and/or unit prices that are not contained herein, and will be approved by the City Manager or designee contingent upon the user department obtaining competitive quotes from one or any number of the awarded contractors. The schedule to complete negotiated and quoted work and the penalty for not completing the work within the schedule will be stated in the quote request sent to the contractor(s) and will become a condition of the Purchase Order for the work. Billing for negotiated and quoted work will be based on the lump sum or unit pricing schedule provided by the contractor.

5. TIME AND MATERIALS COST INFORMATION: SECTION THREE OF BID SCHEDULE

This information is being requested for use by the City in determining the cost of work not included in the bid schedules and for estimating the cost of contract services and project costs performed on a 'time & material' basis. This information will be taken into consideration in any contract award or awards under this annual bid. In implementing work under a 'time & material' basis or under a 'time & rate' basis, the City reserves the right to furnish any minor materials and/or services should such action be in the City's best interest. Unit Prices will be required for all Items listed in Section Three. The unit prices and rates provided in the rate

schedule of this solicitation shall include all overhead and expenses. The City reserves the right to negotiate with the successful bidder additional unit costs with successful negotiations being subject to contract amendments approved by the City Manager.

D. 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.

The awarded vendors shall provide rental of a variety of types of equipment. Proposal responses shall provide a complete, online inventory list of available products to include product name, typical manufacturer and associated model numbers. It shall be noted if specific equipment is not available at all branch locations. This list is not intended to be all inclusive of any need that may arise. The awarded vendor(s) shall utilize any resources it may have in assisting with securing the required equipment whether it resides in the branch location's current inventory.

Vendor experience with and knowledge of OSHA and FDOT regulations will be considered to the City of Naples's successful equipment rental endeavors. Each vendor should have specific knowledge and compliance with motor vehicle and equipment safety requirements.

E. PROJECT MANAGEMENT

The Utilities Department Director and/or Streets & Stormwater Department Director and/or his authorized representative(s) will serve as the City's "Project Manager."

F. PRICING

1. This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of **project/work order**, by the requesting department. The City's intent is to award to a library of vendors who meet the minimum criteria. **Any project/work order** may be awarded to the Vendor holding a valid contract under this bid and are able to meet the required schedule within the City's adopted budget.
2. **Any special project/work order over \$100,000.00, must be quoted (comparison quotes) by a minimum of 2 awarded Vendors holding a valid contract under this RFP. If a vendor decides not to provide a quote for a project/work order request from the city, vendor must complete and submit a Statement of no bid for requested project/work order form for every project/work order request from the city.**
3. **Emergency project/work order services**

- a) In the event of an emergency as declared by the City Utilities/Street and Stormwater department representative, the Vendor shall dispatch a technician to the City immediately. This agreement will cover all emergency work. Vendors shall be required to be available to complete emergency work; this will include nights, weekends and holidays. A point of contact for on-call 24-hour services shall be provided to the City. The City normal hours of operations are from 8:00am to 5:00pm.
 - b) The City reserves the right to supply all necessary parts for selected projects and repairs.
 - c) **The requirement that any project/work order over \$35,000.00 must be quoted by a minimum of 2 awarded Vendors is waived for emergency project/work order services.**
4. Any project/workorder over \$100,000.00 may require payment and performance bond or the requirements of FEMA or FL statue.
 5. Notice to Proceed (NTP)
 - a. All project/work orders will have a formal NTP issued through the requesting department.
 6. The City retains the right to separately and competitively bid any and all job estimates.
 7. Vendor shall provide pricing for personnel and material markup as requested within the Proposal form. Vendor shall be responsible for providing all equipment necessary to complete services as requested under this Agreement. Vendor is requested to provide a list of all major equipment owned by the Vendor that is anticipated to be utilized for services provided under this Agreement.

G. QUALITY GUARANTEE/WARRANTY

1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the City, for a minimum of twelve (12) months from final completion.
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 of 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 final completion.
3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, 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 City.
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 vendor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the City, any money which has been paid for same.

H. NEGOTIATED ITEMS

1. Any item not outlined in the Scope of Services may be subject to negotiations between the City and the successful Proposer.
2. After award of this proposal the City reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
3. At contract renewal time(s) or in the event of significant industry wide market changes, the City may negotiate justified adjustments such as price, terms, etc., to this contract with the City, in its sole judgment, considers such adjustments to be in the best interest of the City.

I. GENERAL CONDITIONS

1. Contractor shall be responsible to plan, organize, supervise, monitor, direct, schedule, and control the work competently and efficiently. Contractor shall provide an onsite supervisor with experience to direct this type of work. Contractor shall provide contact information for the personnel directing the referenced work including emergency contact numbers. The on-site supervisor for the contractor shall be on site throughout the construction of the project. Any changes in the designated supervision must be approved in advance by City staff. Contractor shall identify all utilities within construction limits prior to commencement to protect existing utilities from being impacted. Any repairs to damaged utilities are the responsibility of the contractor.
2. Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
3. Contractor shall provide in its pricing all necessary tools, equipment, labor, workmanship and anything else required to complete the work described in a timely and accurate manner to meet project plans and time schedules.
4. Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on

the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

5. The most current editions of the FDOT Standard Specification for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards.
6. The City of Naples Utilities Standard Specifications and Details shall apply for all work, specifically in the event when details or specifications are not clearly identified or defined.
7. Any restoration that may reside outside of the City limits and be within the Collier County right-of-way shall adhere to the latest version of Collier County's "Construction Standards Handbook for Work within the Right-of-Way, Collier County, Florida." The following link has been provided for reference: <https://www.colliercountyfl.gov/your-government/divisions-a-e/development-review/rightof-way-row-permitting-and-inspection-section/right-of-way-row-ordinances-resolutions-and-row-pe>:

J. MANDATORY PRE-CONSTRUCTION MEETING

A mandatory pre-contract / project/work order meeting will be held within seven (7) days of contract execution with City of Naples staff, and contractors authorized representative to ensure compliance with all contract requirements regarding this RFP including all issuance of project/work orders.

K. LICENSES AND PERMITS

All equipment operated by the successful Contractor will be properly licensed and permitted.

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. The contractor shall be responsible for possessing all of the necessary licenses required to do work within the State of Florida, Collier County and the City of Naples.
2. The contractor shall be compliant with all licenses required to haul and transport material pursuant to the Florida Department of Motor Vehicles and the Florida Department of Transportation regulations.

3. **At a minimum**, an active Building Contractor License and or an active Florida General Contractor License and be certified and or qualified to complete the project per specifications.
4. 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.
5. 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.
6. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.
7. Unless otherwise specified herein, Prospective vendors will secure and pay for all permits, impact fees, and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the work. City permits and fees are required to be obtained and paid for by the Contractor.
8. Prospective vendors will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
9. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the City.
10. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of permits and fees to be paid by the Contractor to complete the scope of work as described herein. This list does not relieve the successful bidder/vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
11. City of Naples Permits obtained by the Contractor will be reimbursed at cost, no mark-up.

L. INSURANCE

The City's General Insurance Requirements on page 16 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required:

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

M. 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.

N. SCHEDULING OF WORK

1. All work will be performed from Monday through Friday between the hours of 7:30am to 5:30pm unless prior approval has been obtained from the Project Manager.
2. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Contract Manager within 3 days of notification or sooner depending on the nature of the deficiency.

O. PROTECTION OF WORK, PROPERTY AND PERSON

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

P. CONDUCT

The contractor 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.

Q. CONTRACTOR'S 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.

R. DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with all applicable federal, state, and local regulations.

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

S. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices shall be submitted after work is completed with a detailed description of the work performed. The successful bidder(s) will meet with Project Manager and set up procedures prior to the start of work.
2. All invoices must show at a minimum the following:
 - a. The number of hours the project required multiplied by the contracted hourly rate.
 - b. The cost of the materials used multiplied by the material mark-up (as declared and specified within the contract document).
 - c. The total cost for the project.
3. In order to verify material costs accurately the invoices shall accompany the invoice from the Vendors supplier for the materials used in the project. All information necessary to accurately verify all costs incurred by the City shall accompany the Vendor's invoice. If the City cannot assess accurately the costs for any project, payment will be held until the vendor substantiates all its invoiced charges. A current invoice shall be provided to verify the material costs but if for some reason this cannot be done the City representative shall determine the cost of materials used for the project. The vendor may provide a quote at a rate less than the contracted price but may not exceed the hourly contracted rates.
4. The cost of materials and subcontractors shall be based on the Vendor's invoiced price plus a **maximum of a 10% percent markup**. A mark-up on sales tax will not be allowed. The Vendor's invoices shall clearly show the manufacturers' part number, description, purchase price and percent mark-up cost. A copy of the Vendor purchase invoice shall be submitted with the Vendor's invoice.

T. 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.

U. QUALIFICATIONS

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

V. INSPECTION

Sites will be inspected by the City for contractor compliance. If deficiencies are noted, the contractor will be notified of the specific deficiencies, which the contractor must rectify prior to the City approving payment for that service. Inspections will occur, as nearly as is practically possible, upon completion of work for an individual site. Failure of City staff to make site inspections shall not relieve the Contractor from meeting all the requirements of this specification.

The City reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirement 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 RFP to meet these requirements.

W. REJECTING DEFECTIVE WORK

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

X. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY

1. From the time the awarded contractor commences and until final acceptance by the City of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which must be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The contractor will assume full responsibility for any damage to any

property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.

2. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and will be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.
3. Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.
4. The contractor upon receipt of either written or oral notice must immediately discontinue any practice obviously hazardous in the opinion of the Project Manager. The contractor must comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, will not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

Y. 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.

Z. PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (Florida Chapter 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.

AA. 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.

BB. SELECTION PROCESS

1. SOLICITATION SCHEDULE:

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
Issue RFP to Qualified Vendors	Week of 4/10/2023
RFP Due Date	5/16/2023
Evaluation Committee Meeting	Week of 5/22/2023

2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

3. EVALUATION COMMITTEE

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process. A shortlist of firms MAY be interviewed for final ranking. If an interview is held, it will be no longer than one hour in length and consist of a presentation from the short-listed firms followed by questions and answers. The presentation time and date (if necessary) will be assigned by the city.

4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM
----------	---------

	POINTS
Cover Letter and Forms	0
Qualifications	35
References	20
Compensation Schedule	25
Proximity to Work	20
TOTAL	100

5. SUBMITTAL REQUIREMENTS:

- a. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes. **Proposals must be bound with plastic comb binding (no 3-ring binders).**

- b. PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.

- c. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the city in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified vendors interested in providing **Street Pavement** and **ROW Maintenance Contractor Library** services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

Tab 1 - Cover Letter and Forms

- Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page including any applicable licenses / certifications.

Tab 2 - Qualifications

- Provide a statement indicating the proposer's interest in, knowledge of and resources to provide the services described in this RFP. Provide a brief resume of the Project Managers, Superintendents and Foreman that will be assigned to the services described in this RFP. Provide of list of subcontractors that will be used. Provide a list of similar projects completed included location and approximate value. Indicate familiarity with and knowledge of OSHA and FDOT motor vehicle and equipment safety.
 - Additionally, provide the firms current insurance certificates indicating the minimum coverages specified herein.

Tab 3 - References

- Provide at least three (3) references as required by the proposal documents. You may provide additional references as appropriate. (References are mandatory.)

Tab 4 – Compensation Schedule

- The Contractor and/or his Subcontractors will need to be qualified in all the items described in Section One (A) and Section Three and Unit Prices will be required for all items listed in Section One (A) and Section Three.
- The Contractor and/or his Subcontractors do not need to be qualified in all the maintenance and repair items described in Section 1(B) and Section Two, and in that case, Contractor may omit a Unit Price for those items.

Tab 5 - Proximity to Work

List office/field location where the Project Managers, Superintendents, Foreman, Field Personnel and Equipment will be based for the services described in this RFP.

CC. INCURRING COSTS

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

DD. FIRM RANKING AND SELECTION

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm for **Street Pavement** and **ROW Maintenance Contractor Library** services. Should contract negotiations fail with the top-ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firm. The final contract will then be forwarded to the City Council for approval.



TAB 4

Compensation Schedule

BID SCHEDULE/STATEMENT OF VALUES

Section One (A) – Street Maintenance/Resurfacing

Item	Description	Unit	Unit Price
102-76	Arrow Boards	ED	\$ 93.50
102-89	Message Boards	ED	\$ 93.50
110-4-10 A	Pavement Removal – Asphalt	SY	\$ 8.60
110-4-10 B	Pavement Removal – Concrete	SY	\$ 19.11
120-1	Excavation	CY	\$ 23.55
121-70	Flowable Fill	CY	\$ 275.43
160-4	Stabilization Type B (12")	SY	\$ 32.69
162-1-11	Topsoil (6")	SY	\$ 19.13
285-704	Optional Base – 6" Limerock Double Crush	SY	\$ 29.75
285-706	Optional Base – 8" Limerock Double Crush	SY	\$ 33.23
327-70	Milling – 1"-2" Avg. Depth: < 5000 SY	SY	\$ 4.36
327-70	Milling – 1"-2" Avg. Depth: 5001 to 10,000 SY	SY	\$ 3.39
327-70	Milling – 1"-2" Avg. Depth: >10,001 SY	SY	\$ 2.79
327-70-A	Milling – Each Additional 1" of Depth	SY	\$ 0.78
334-1-12	Asphalt Overbuild Ty SP-12.5 Traffic B	TN	\$ 147.53
334-1-12	Asphalt Ty SP-9.5 Traffic B: < 275 TN	TN	\$ 191.23
334-1-12	Asphalt Ty SP-9.5 Traffic B: 276 to 550 TN	TN	\$ 154.45
334-1-12	Asphalt – Ty SP-9.5 Traffic B: > 551 TN	TN	\$ 151.37
425-6	Manholes Adjust – Riser Ring	EA	\$ 317.50
425-5A	Manhole Adjust – Brick and Mortar	EA	\$ 1,350.00
425-6	Valve Box Adjust – Drop in riser	EA	\$ 274.50
425-11	Modify Existing Structure	EA	\$ 2,250.00
520-2.4.1	Type "D" Curb (1 – 10 LF)	LF	\$ 160.43
520-2.4.2	Type "D" Curb (11 – 50 LF)	LF	\$ 38.38
520-2.4.3	Type "D" Curb (Greater than 50 LF)	LF	\$ 26.24
520-1.10.1	Type "F" Curb & Gutter (1 – 10 LF)	LF	\$ 163.85
520-1.10.2	Type "F" Curb & Gutter (11 – 50 LF)	LF	\$ 41.80
520-1.10.3	Type "F" Curb & Gutter (Greater than 50 LF)	LF	\$ 29.64
520-3.1.1	Valley Gutter (1 – 10 LF)	LF	\$ 173.30
520-3.1.2	Valley Gutter (11 – 50 LF)	LF	\$ 53.25
520-3.1.3	Valley Gutter (Greater than 50 LF)	LF	\$ 41.12
522-1.1	Concrete Sidewalk 4" (1 – 50 SF)	SF	\$ 33.33
522-1.2	Concrete Sidewalk 4" (51 – 200 SF)	SF	\$ 15.90
522-1.3	Concrete Sidewalk 4" (Greater than 200 SF)	SF	\$ 14.50
522-2.1	Concrete Sidewalk 6" (1 – 50 SF)	SF	\$ 34.74
522-2.2	Concrete Sidewalk 6" (51 – 200 SF)	SF	\$ 16.69
522-2.3	Concrete Sidewalk 6" (Greater than 200 SF)	SF	\$ 15.14
527-2	Detectable Warning	SF	\$ 34.86

Section One (B) – Street and City Facilities Maintenance/Asphalt Repairs

Item	Description	Unit	Unit Price
339-2.3	Pot Hole (1 – 10 SF)	SF	\$ 150.24
339-2.4	Pot Hole (11 – 50 SF)	SF	\$ 31.04
339-2.5	Pot Hole (51 – 100 SF)	SF	\$ 18.26
339-2.6	Pot Hole (Greater than 101 SF)	SF	\$ 15.43
339-2.7	Utility Cut Patch (1 – 10 SF)	SF	\$ 203.67
339-2.8	Utility Cut Patch (11 – 50 SF)	SF	\$ 73.53
339-2.9	Utility Cut Patch (51 – 100 SF)	SF	\$ 34.97
339-2.10	Utility Cut Patch (101 – 250 SF)	SF	\$ 34.97
339-2.11	Utility Cut Patch (251 – 1,000 SF)	SF	\$ 11.36

Section Two- Right-of-Way and City Facilities Maintenance

Item	Description	Unit	Unit Price
520-2.4.1	Type "D" Curb (1 – 10 LF)	LF	\$ 160.43
520-2.4.2	Type "D" Curb (11 – 50 LF)	LF	\$ 38.38
520-2.4.3	Type "D" Curb (Greater than 50 LF)	LF	\$ 26.24
520-1.10.1	Type "F" Curb & Gutter (1 – 10 LF)	LF	\$ 163.85
520-1.10.2	Type "F" Curb & Gutter (11 – 50 LF)	LF	\$ 41.80

520-1.10.3	Type "F" Curb & Gutter (Greater than 50 LF)	LF		\$	29.64
520-3.1.1	Valley Gutter (1 - 10 LF)	LF		\$	173.30
520-3.1.2	Valley Gutter (11 - 50 LF)	LF		\$	53.25
520-3.1.3	Valley Gutter (Greater than 50 LF)	LF		\$	41.12
522-1.1	Concrete Sidewalk 4" (1 - 50 SF)	SF		\$	33.33
522-1.2	Concrete Sidewalk 4" (51 - 200 SF)	SF		\$	15.90
522-1.3	Concrete Sidewalk 4" (Greater than 200 SF)	SF		\$	14.50
522-2.1	Concrete Sidewalk 6" (1 - 50 SF)	SF		\$	34.74
522-2.2	Concrete Sidewalk 6" (51 - 200 SF)	SF		\$	16.69
522-2.3	Concrete Sidewalk 6" (Greater than 200 SF)	SF		\$	15.14
527-2	Detectable Warning	SF		\$	34.86
570-1.1	Sod - Bahia	SY		\$	4.75
570-1.2	Sod - Floratam	SY		\$	5.25
286-1.1	Driveway Restoration - Concrete	SY		\$	94.30
286-1.2	Driveway Restoration - Brick Pavers	SY		\$	149.75
286-1.3	Driveway Restoration - Asphalt	SY		\$	147.53
911-1	Alley Restoration - Limerock	TN		\$	121.66
911-2	Alley Restoration - Crushed/Washed Shell	TN		\$	151.50
911-3	Alley Restoration-Gravel (#57 or equivalent)	TN		\$	137.39

Section Three - Time and Material Cost Information:

Description	Unit	Unit Price
Supervisor/Foreman	Hour	\$ 150.00
Skilled Labor	Hour	\$ 95.00
Labor	Hour	\$ 65.00
Pick-up Truck w/hand tools	Hour	\$ 90.90
Crew Truck w/hand tools	Hour	\$ 90.90
Single Axel Dump Truck	Hour	\$ 120.00
Mini-Backhoe	Hour	\$ 200.00
Mini-Loader	Hour	\$ 200.00
Skid Steer	Hour	\$ 200.00
Dual Drum Vibratory Roller - 36" Drum	Hour	\$ 175.00
Bump Mill Attachment for Skid Steer	Hour	\$ 55.00
Material Mark-up Set by City	%	

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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Acrisure LLC dba Gulfshore Insurance, 4100 Goodlette Road N, Naples, FL 34103, 239 261-3646. CONTACT NAME: Taylor Fedronich, PHONE: 239 435-7108, FAX: 239 213-2803, E-MAIL: tfedronich@gulfshoreinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Trust Insurance Company (NAIC # 20141), INSURER B: FCCI Insurance Company (10178), INSURER C: Homeland Insurance Company New York (34452).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Pollution Liab, and Leased/Rented Equipment.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: #23-026 - City of Naples Street Pavement and ROW Maintenance. Certificate Holder is named as Additional Insured with respect to General Liability as needed by contract, per form CGL088 0221, which includes Waiver of Subrogation.

CERTIFICATE HOLDER: The City of Naples, 735 Eighth Street South, Naples, FL 34102. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Ryan Schmidt.

DESCRIPTIONS (Continued from Page 1)

1022. Waiver of Subrogation for Workers Compensation per form WC000313 0484. Umbrella policy follows form. 30 days notice of cancellation, except 10 days for nonpayment. "These statements are subject to policy terms and conditions; where required by written contract."
"These coverages are primary to all other coverages the City possesses for this contract only."

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 Bonness Inc.
Print Name Kathleen Bailie Title President
Signature [Handwritten Signature] Date May 15th, 2023
State of Florida
County of Collier

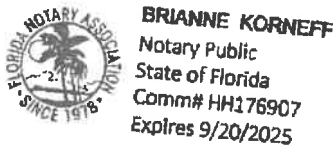
The foregoing instrument was signed and acknowledged before me this 15th day of May, 2023 by

Kathleen Bailie who has produced personally known to me as identification.
(Print or Type Name) (Type of Identification and Number)

[Handwritten Signature]
Notary Public Signature

Brianne Korneff
Printed Name of Notary Public

HH176907 9/20/25
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.