



City of Bradenton, Florida

City Council Agenda Memorandum

Agenda Item:

Manhole and wetwell rehabilitation lining
(Bid piggyback acceptance notification)

Agenda Date:

December 14, 2016

Originated by:

Dave Beauchamp, Public Works and Utilities

Agenda Placement:

Consent Agenda

Explanation

GML Coatings, LLC agrees to enter into an agreement with the City of Bradenton, Florida to perform annual as needed lining for manholes and wetwells for the City of Bradenton. This agreement is in accordance with the specifications per the City of Punta Gorda agreement R2012101/SVC-MHLSREHAB/1213, for a base contract period dated from the authorized signing of this document by Wayne H. Poston, Mayor through the remainder of the contract ending on August 12, 2019. GML Coatings, LLC will provide the City of Bradenton with the same pricing as set forth in the City of Punta Gorda agreement R2012101/SVC-MHLSREHAB/1213 documents.

Financial Impact

N/A

Requested action to be taken by Council

Approval authorizing Mayor to execute the agreement

Staff Recommendation

Recommend approval of the requested action.

Attachments

GML Linings, LLC attachment



CITY OF BRADENTON
BRADENTON, FLORIDA

GML Coatings, LLC agrees to enter into an agreement with the City of Bradenton, Florida to perform annual as needed lining for manholes and wetwells for the City of Bradenton. This agreement is in accordance with the specifications per the City of Punta Gorda agreement R2012101/SVC-MHLSREHAB/1213, for a base contract period dated from the authorized signing of this document by Wayne H. Poston, Mayor through the remainder of the contract ending on August 12, 2019. GML Coatings, LLC will provide the City of Bradenton with the same pricing as set forth in the City of Punta Gorda agreement R2012101/SVC-MHLSREHAB/1213 documents.

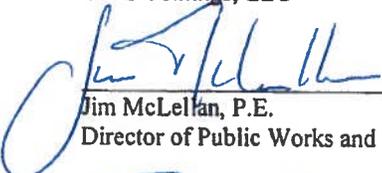
Authorized by Chapter 2004-466, Laws of Florida, as amended by Chapter 2012-239, Laws of Florida, is legislation allowing a public body to make purchases of goods and services from contracts procured by any other federal, state, or local government entity or any tax-exempt organization under the provisions of section 501(c)(3) of the Internal Revenue Code which is organized exclusively to assist any governmental entity in serving and representing citizens under the terms of a bid submitted to such entity or organization, provided that such contract is procured in compliance with the procuring entity's or organization's laws, bylaws, rules, regulations, or ordinances, or policies regarding competitive solicitation, which must provide for full and open competition.



Ryan Schwake
Vice President
GML Coatings, LLC

11-4-15

Date



Jim McLellan, P.E.
Director of Public Works and Utilities

11/18/16

Date



Ralph G. Ward, CPSM
Purchasing Manager

11/18/16

Date

Wayne H. Poston
Mayor

Date



CITY OF PUNTA GORDA, FLORIDA

PHONE: (941) 575-3368
FAX: (941) 575-3340

PROCUREMENT DIVISION
326 West Marion Avenue
Punta Gorda, Florida, 33950

August 14, 2013

GML Coatings, LLC
1926 18th Street - B2
Sarasota, FL 34243
Attention: Ryan Schwake

RE: NOTICE OF FORMAL AWARD; SOLICITATION #R2012101/SVC-MNHLREHAB/1213

The City of Punta Gorda is in receipt of all contractual documents required to finalize the award of the above referenced solicitation.

The initial contract period shall be August 13, 2013 through August 12, 2016.

The Terms and Conditions in the Agreement shall apply for the above term and optional renewal period. The City reserves the right to review the Agreement on an annual basis and determine the continuance of the Agreement based on consultant performance and acceptable price adjustments requests, if any.

- An original signed agreement and the Purchase Order will be sent under separate cover.
- An original signed agreement will be sent under separate cover. Purchase Orders will be sent as they are issued.

Please contact me should you have any questions.

Sincerely,
CITY OF PUNTA GORDA

/s/

Jane A. Dalrymple, CPPB
Sr Purchasing Agent

**AGREEMENT
BETWEEN CITY AND CONTRACTOR
SOLICITATION #R2012101/SVC-MHLSREHAB/1213**

THIS AGREEMENT is dated as of the 13th day of August in the year 2013 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3302

(Hereinafter called **CITY**) and

GML Coating, LLC
10315 Technology Terrace
Lakewood Ranch, FL 34211
(941) 755-2176

(Hereinafter called **CONTRACTOR**)

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, and CONTRACTOR'S Submittal Package and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of the Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only the CITY's appropriate Change Order Authority can make changes or modifications by issuance of an official change notice.

ARTICLE 1. - WORK

All work to be performed in accordance with the Agreement Documents, Exhibit A and shall be completed in a timely and professional manner. The Project for which the Work under the Agreement Documents may be the whole or only a part is generally described as follows:

MANHOLE AND LIFT STATION REHABILITATION

EMERGENCY EVENT OPERATIONS CONTINGENCY - The CITY reserves the right to request and utilize the Contractor's services under this Agreement during Emergency Events as may be deemed necessary by the City.

ARTICLE 2. - CITY STAFF RESPONSIBILITIES

REPRESENTATIVE - Bobby Legg, Supervisor, Wastewater Collections, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

CONTRACT MANAGER - The Procurement Manager or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of the Agreement.

CONTRACT ADMINISTRATOR - Deborah Adams, CPPB, Purchasing Agent II or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – TERM AGREEMENT

A. **AGREEMENT TERM:** This Agreement shall be for a three (3) year period, which shall commence upon the signing of this Agreement by both parties. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the Bidder. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

1. The CITY reserves the right to discontinue the contract in any year of a renewal period if it is deemed to be in the best interest of the CITY.

B. **NON-EXCLUSIVE AGREEMENT:** No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Agreement. Estimated quantities will be used for evaluation comparison purposes only.

C. **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. **FISCAL YEAR PURCHASE ORDER:** CONTRACTOR WILL RECEIVE A PURCHASE ORDER FOR EACH FISCAL YEAR THAT THE AGREEMENT IS IN EXISTENCE AT PRICES QUOTED PER THE AGREEMENT.

E. **APPROPRIATION OF FUNDS:** If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. – RESPONSE TIME

A. All work issued under this Agreement shall be through a Statement of Work (Exhibit B) and agreed to by both parties.

B. The City shall describe the scope of services and locations and submit the request to the CONTRACTOR.

C. The CONTRACTOR to review, indicate quantities and costs of project and advise of a start and completion date. The CONTRACTOR agrees to complete, sign and return the Statement of Work form issued by a CITY Department within three (3) business days from receipt of CITY request. REPETITIVE FAILURE TO MEET THIS REQUIREMENT MAY BE JUST CAUSE TO TERMINATE THE CONTRACT IN ITS ENTIRETY.

D. A fully executed Statement of Work shall acknowledge agreement by both parties to the location, services, project timeline and project costs.

E. **Liquidated Damages -** CITY and CONTRACTOR recognize that time is of the essence for completing requested services and that CITY will suffer financial loss if the Work is not completed within the times specified plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay City One Hundred Dollars (\$100.00) for each day that expires after the time specified on any executed Statement of Work, which is the result of this Agreement. If CONTRACTOR neglects, refuses or fails to complete the Work within the time specified in any executed Statement of Work for completion and readiness for final payment or any proper extension thereof granted by CITY, the CONTRACTOR shall pay CITY One Hundred Dollars (\$100.00) for each day that expires after the time specified in this Agreement.

F. **Completion of Work -** Upon completion of work and before acceptance of final payment, the CONTRACTOR shall complete Release of Liens forms in accordance with this Agreement. The CONTRACTOR is to remove all equipment and temporary structures from all right-of-ways and adjacent property. Any surplus materials or rubbish must be discarded at the CONTRACTOR's expense. Restoration of property, both public and private, roadways and waterways, which may be damaged while performing work, shall be restored to previous existing condition at the CONTRACTOR's expense.

ARTICLE 6. – CANCELLATION OF CONTRACT

A. **CANCELLATION CLAUSE:** This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. **DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE.** CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

ARTICLE 7. – AGREEMENT PRICING

A. **DELIVERED PRICES:** Agreement prices are FREIGHT PREPAID AND ALLOWED/DESTINATION: "CITY SERVICE AREA". Agreement prices shall be inclusive of all labor, equipment, materials, freight, handling, delivery, surcharges, or any other incidental charges that may be required for the completion of the contract. Agreement price schedule is defined in Exhibit A.

B. **FIXED PRICE TERM:** CONTRACTOR agrees to supply the CITY the items and/or services listed at firm delivered prices for the first year of the initial contract.

C. **PRICE ADJUSTMENTS:**

1. **MAXIMUM PERCENTAGE INCREASE:** The CONTRACTOR and the CITY have agreed to establish a maximum percentage increase for the second and third years of the initial Agreement. The CONTRACTOR shall be responsible for providing written documentation supporting the requested increase to the CONTRACT ADMINISTRATOR in accordance with the Price Adjustment terms stated in this Article.

- a. Second year of the initial Agreement's maximum percentage increase is defined as 2%.
- b. Third year of the initial Agreement's maximum percentage increase is defined as 3%.

2. The CITY will allow one (1) price adjustment in the second year of the initial Agreement and one (1) price adjustment in the third year of the initial Agreement. It will be at the CITY's discretion to continue the second and/or the third year of the initial contract. However, additional consideration by the CITY may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".

3. Price adjustments during the second and third year of the initial Agreement will be allowed, but shall not exceed the maximum percentage increase proposed for that period. The requested adjustment must be submitted to the CONTRACT ADMINISTRATOR accompanied by substantiating proof of necessary increase (i.e. inflationary surge in fuel, wages, insurance or an unexpected cost increase from a supplying aggregate mine). In this event, written justification itemizing the adjustments and stating the percentage of increase must be forwarded to CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR will compare the requested price increase with the CPI index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request. If justified and approved, this request will become effective thirty (30) days from the date the notice was received by CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date (thirty (30) days from City receipt of request). If the CONTRACTOR fails to justify the requested increase, CITY reserves the right to reject the price increase and cancel the balance of the contract.

4. **Equitable Adjustments:** The CITY may, in its sole discretion, make an equitable adjustment in the Agreement terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes

wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just the particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of the Agreement would result in a substantial loss. Any and all equitable adjustments may be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

5. The CITY reserves the right to negotiate the contract if the prices exceed the current marketplace.

6. **CONTRACT RENEWAL**

a. Price adjustment, during the optional renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.

b. The CITY reserves the right to negotiate the contract if the prices exceed the current marketplace.

ARTICLE 8. – PAYMENT TERMS

A. **PROGRESS PAYMENT.** CONTRACTOR shall furnish a notarized Release of Lien from all Lienors that filed a "Notice to Owner" to the CITY, except for the first progress payment, with every application for payment. The Release of Lien shall cover the time period up to and including the previous progress payment. The City reserves the right to request the CONTRACTOR to provide the City with "Consent of Surety" for any progress payment, when deemed necessary.

B. **FINAL PAYMENT.** Upon final completion and acceptance of the Work for each Statement of Work issued and in accordance with this Agreement, CITY shall pay the remainder of the Contract Price as recommended by the CITY Representative upon receipt of a FINAL RELEASE OF LIEN form from all subcontractors and supplies prior to release of final payment. In addition, the CONTRACTOR shall a completed CONTRACTOR'S AFFIDAVIT TO OWNER. The form shall be signed by the CONTRACTOR and notarized. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for final payment of any Statement of Work.

C. Payments will be made for work performed in accordance with the Agreement and authorized change orders, which are documented on an Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Application for Payment under this agreement.

ARTICLE 9. – WARRANTY/GUARANTEES

A. **COVENANT AGAINST GRATUITIES:** CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it could pursue in the event of CONTRACTOR'S default.

B. **PRODUCTS WARRANTY.** Product or material shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the product(s) or material(s) are received, inspected, and accepted by a representative of the CITY. A ten (10) warranty shall apply unless otherwise specified in the solicitation package.

C. **SERVICE WARRANTY.** Services and/or work shall be warranted against any defects in workmanship. This period of warranty shall begin to run at the time the completed, inspected, and accepted by a representative of the CITY. A ten (10) year warranty shall apply unless otherwise specified in the solicitation package.

D. **MERCHANTABILITY WARRANTY.** The goods or items furnished shall be of a merchantability quality. They also shall be suitable for the particular purpose as referenced in the solicitation document and in all supporting literature relating to the goods or items being purchased.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

A. All requests for changes to the resulting Agreement shall be made in writing and is subject to written acceptance by the appropriate level of City authority.

B. The following the Change Order Authority Levels for the CITY.

1. CITY Representative for non-construction - the City Representative or Project Manager has the authority to approve change order requests in an amount under one thousand (\$1,000.00) and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the contract amount, may also be approved by the City Representative or Project Manager.

2. CITY Representative/Project Manager for construction - the construction Project Manager has the authority to approve change order requests in an amount under five thousand (\$5,000.00), which shall be subject to availability of funds, and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the contract amount, may also be approved by the construction Project Manager.

3. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total contract price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council’s approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the contract amount.

4. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council’s approval.

5. City Council - the City Council shall approve change orders for exemption contract that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

C. The CONTRACTOR fully understands the CITY’s Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY’s appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

ARTICLE 12. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, shall provide insurance and furnish the City with a Certificate of Insurance for **themselves and all subcontractors** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY).
- THE CITY SHALL BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

No CITY Division, Department, Project name or individual name should appear on the Certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

- GENERALLY REQUIRED COVERAGE INCLUDES:
 - COMMERCIAL GENERAL LIABILITY - Not less than \$500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage and XCU coverage.

- o Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
- o Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers’ Liability with a minimum of \$100,000.00 for each accident.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR shall provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 13. - CONTRACTOR’S REPRESENTATIONS

A. In order to induce City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR shall be a current State of Florida licensed Certified General Contractor or Certified Underground Utility Contractor. Contractor shall maintain current licensure as stated through the term of the Agreement.
2. CONTRACTOR shall maintain a current City of Punta Gorda Certificate of Competency through the term of the Agreement.
3. CONTRACTOR shall hold and maintain current Business Tax Receipt for CONTRACTOR’s locality for the term of this Agreement. CONTRACTOR shall hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this contract IF their business is physically located within the city limits.
4. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
5. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.
6. Equal Employment Opportunity Clause. CONTRACTOR shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.
7. Contract Work Hours/Safety Standards Act. CONTRACTOR shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).
8. SAFETY COMPLIANCE. It shall be the CONTRACTOR’S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work for the City. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.
9. Competent Personnel. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 14. – INDEMNIFICATION / LIMITS OF LIABILITY

A. **INDEMNIFICATION** The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY or a Customer.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY and Customers from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation

or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification or CONTRACTOR's products or a Customer's operation or use of CONTRACTOR's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the CONTRACTOR shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY or Customer giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the City or Customer in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 15. - MISCELLANEOUS

A. **RECORDS RETENTION/AUDIT.** All governmental contracts and agreements are required to be maintained for a period of three (3) years after the expiration of the contract or agreement. Therefore the CONTRACTOR shall be required to retain all records relating to the resulting contracts for the same period of time after expiration this Agreement. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of the Agreement and records retention period.

B. **AUDIT DISALLOWANCES.** If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY shall notify the CONTRACTOR in writing of the disallowance. CITY shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

C. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by the Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, shall be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

D. **SUBSTITUTIONS.** In the event the CONTRACTOR, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the contract price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and

4. The CITY gives written approval of substitution.

If the Bidder is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the Bidder.

E. Material Safety Data Sheet, MSDS. In compliance with Chapter 442, Florida State Statutes, manufacturers and distributors shall supply the City with a MATERIAL SAFETY DATA SHEET (MSDS), for any and all commodities contained in this solicitation that include a toxic substance as listed on the Florida Substance List. Bidder shall include MSDS's with shipments.

F. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

G. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Florida, and the parties hereto agree that venue shall be in Charlotte County, Florida.

H. ATTORNEYS FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

I. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement Documents. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

J. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Agreement Documents have been signed or identified by CONTRACTOR and CITY or by REPRESENTATIVE on their behalf.

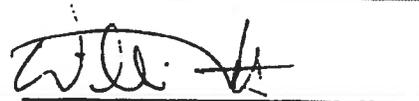
CITY OF PUNTA GORDA

CONTRACTOR: GML COATING, LLC

SIGNATURE:



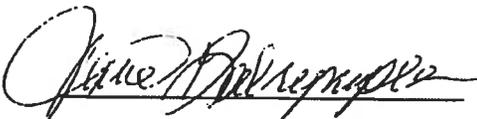
SIGNATURE:



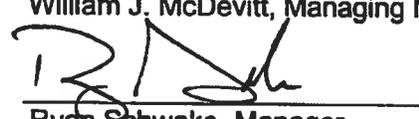
Print Name

William J. McDevitt, Managing Member

WITNESS:



WITNESS:



Ryan Schwake, Manager

Address for giving notices:

Address for giving notices:

Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

10315 Technology Terrace
Lakewood Ranch, FL 34211

EXHIBIT A

**CONTRACT – MANHOLE & LIFT STATION REHABILITATION SERVICES
AGREEMENT #R2012101/SVC-MHLSREHAB/1213**

INITIAL PERIOD RENEWAL PERIOD EXTENSION

CONTRACT PERIOD: August 13, 2013 THRU August 12, 2016

PRICES EFFECTIVE THROUGH: August 12, 2014

NOTE: Prices may remain fixed for an extended period if price adjustment not requested by Vendor

DEB ADAMS, CONTRACT ADMINISTRATOR – dadams@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: GML Coatings, LLC

PRIMARY ORDERING CONTACT INFORMATION: Ryan Schwake

EMAIL: rschwake@gmlcoatings.com

TELEPHONE: 941-755-2176

FAX: 941-755-2428

CELL: 941-894-8022

MAILING ADDRESS: 10315 Technology Terrace, Lakewood Ranch, FL 34211

ALTERNATE ORDERING CONTACT INFORMATION: none

PRIMARY CONTRACT CONTACT INFORMATION: Same as above

PAYMENT TERMS: Net 45

ACCEPT CREDIT CARDS: Yes No

CREDIT CARD PROCESS: none

MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 2% 3RD YEAR – 3%

RESPONSE TIME:

G. All work issued under this Agreement shall be through a Statement of Work (Exhibit B) and agreed to by both parties.

H. The City shall describe the scope of services and locations and submit the request to the CONTRACTOR.

I. The CONTRACTOR to review, indicate quantities and costs of project and advise of a start and completion date. The CONTRACTOR agrees to complete, sign and return the Statement of Work form issued by a CITY Department within three (3) business days from receipt of CITY request. REPETITIVE FAILURE TO MEET THIS REQUIREMENT MAY BE JUST CAUSE TO TERMINATE THE CONTRACT IN ITS ENTIRETY.

J. A fully executed Statement of Work shall acknowledge agreement by both parties to the location, required services, and project timeline and project costs.

PURCHASING REQUIREMENTS

- 1) Departments shall enter a requisition for issuance of a PO and send a copy of the fully executed SOW to Procurement. CIP requisitions will need a separate PO.
- 2) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

Item	Description	UOM	Unit Price
1	Mobilization/Demobilization	LS	\$400.00
Manhole Surface Preparation			
2	Sand blasting and/or pressure washing & removal of existing coating material		
	48" Diameter	VF	\$60.00
	60" Diameter	VF	\$75.00
	72" Diameter	VF	\$90.00
3	Hydroblasting		
	48" Diameter	VF	\$60.00
	60" Diameter	VF	\$75.00
	72" Diameter	VF	\$90.00
4	Demolition & removal of preexisting mechanically fastened or embedded liner materials		
	48" Diameter	VF	\$100.00
	60" Diameter	VF	\$125.00
	72" Diameter	VF	\$150.00
Lift Station Surface Preparation			
5	Sand blasting and/or pressure washing & removal of existing coating material		
	4' Diameter	VF	\$60.00
	6' Diameter	VF	\$90.00
	8' Diameter	VF	\$120.00
	10' Diameter	VF	\$150.00
	12' Diameter	VF	\$180.00
6	Demolition & removal of preexisting mechanically fastened or embedded liner materials		
	4' Diameter	VF	\$100.00
	6' Diameter	VF	\$150.00
	8' Diameter	VF	\$200.00
	10' Diameter	VF	\$250.00
	12' Diameter	VF	\$300.00
Additional Pricing Information for Manhole & Lift Station Repair Items			
7	Manhole Bypass Pumping: 8" Flow	Day	\$850.00
8	Manhole Bypass Pumping: 10" Flow	Day	\$1,180.00
9	Manhole Bypass Pumping: 12" Flow	Day	\$1,515.00
10	Lift Station Bypass Pumping 8" Diameter	Day	\$900.00
11	Lift Station Bypass Pumping 10" Diameter	Day	\$1,180.00
12	Lift Station Bypass Pumping 12" Diameter	Day	\$1,615.00
13	Resetting of existing Manhole cover frame assembly	EA	\$400.00
14	Installation of new Manhole cover frame assembly (City Supplied)	EA	\$550.00
15	Rebuild existing Manhole bench & invert channel (4-ft dia manhole)	EA	\$350.00

Item	Description	UOM	Unit Price
16	Rebuild existing Manhole bench & invert channel (5-ft dia manhole)	EA	\$437.50
17	Rebuild existing Manhole bench & invert channel (6-ft dia manhole)	EA	\$525.00
18	Lift Station Floor work (slope of floor) 4' Radius (fillet)	EA	\$500.00
19	Lift Station Floor work (slope of floor) 6' Radius (fillet)	EA	\$800.00
20	Lift Station Floor work (slope of floor) 8' Radius (fillet)	EA	\$1,100.00
21	Lift Station Floor work (slope of floor) 10' Radius (fillet)	EA	\$1,400.00
22	Lift Station Floor work (slope of floor) 12' Radius (fillet)	EA	\$1,700.00
23	Removal of existing Manhole steps	EA	\$15.00
24	Chemical Grouting of Manholes – AV202 Avanti	GAL	\$55.00
25	Chemical Grouting of Lift Stations – AV202 Avanti	GAL	\$55.00
26	Traffic Control to meet FDOT Standards		
	Flagman	HOUR	\$28.00
	Arrow Board	HOUR	\$37.50
	Barricades	HOUR	\$4.00
27	Sodding	SY	\$50.00
APPLICATIONS			
#1 - Manhole	Description	UOM	Unit Price
Manufacturer	Mfg: GML Coatings, LLC SewerCrete TM Calcium Aluminate Mortar		
Approach/Scope	Manhole Rehabilitation		
Recommended Application	Manholes Only (Low to Moderate H2S Gas)		
Mfg Product Warranty	10 year		
Bidder Service Warranty	10 year		
	Injection Grouting - Avanti	GAL	\$50.00
	Cementitious Mortar - 1 inch thickness	VF	\$150.00

#2 - Manhole	Description	UOM	Unit Price
Manufacturer	GML - Green Monster TM Liner System		
Approach/Scope	Manhole Rehabilitation & Coating		
Recommended Application	Manholes		
Mfg Product Warranty	10 year		
Bidder Service Warranty	10 year		
	Injection Grouting - Avanti	GAL	\$50.00
	Chemical based Epoxy Coating - 250 ml thickness	VF	\$350.00
	Chemical based Epoxy Coating - 125 ml thickness	VF	Not Available
#3 - Lift Station	Description	UOM	Unit Price
Manufacturer	GML - Green Monster TM Liner System		
Approach/Scope	Lift Station Rehabilitation & Coating		
Recommended Application	Lift Stations		
Mfg Product Warranty	10 year		
Bidder Service Warranty	10 year		
	Injection Grouting - Avanti	GAL	\$50.00
	4' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$350.00
	6' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$525.00
	8' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$700.00
	10' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$875.00
	12' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$1,050.00
	Chemical based Epoxy Coating - 125 ml thickness	VF	Not Available

1) CONTRACT REQUIREMENTS

a) EMERGENCY OPERATIONS SUPPORT

- i) The Contractor may be required to provide services and/or commodities after an emergency event, such as a hurricane.
- ii) The City will notify the Contractor if a need arises for furnishing services and/or commodities through a telephone call, fax or email communication. The City will provide the location for service or delivery.
- iii) Contractor shall be responsible to begin the immediate search for repair parts for the critical facilities. Repairs not performed due to lack of parts shall be completed immediately upon the Contractor's receipt of the parts.
- iv) Compensation for services shall be based on the Emergency-Standard Contract Hours and Emergency-After hours/Emergency Contract Hours rates, portal to portal, and the applicable discount from retail or manufacturer's price list.

2) SCOPE

- a) Contractor(s) shall have the capability of performing services which include the following:
 - i) Sandblasting and/or hydroblasting (minimum 10,000 psi) the entire substrate preparing the surface so that it is structurally intact and clean of all corrosion.
 - ii) Power washing ridding the substrate of all dust and sand.
 - iii) Removal of all sand and water from the hole along with other debris.
 - iv) Applying coatings to the entire surface.
 - v) Drying the complete work area for superior adhesion of coatings and linings.
 - vi) Adding primer to the cleaned substrate to provide maximum adhesion as well as waterproofer for the final coating/liner.
- b) Services shall consist of but not be limited to, mobilization, safety equipment, flow diversion, interior cleaning, interior repair, interior rebuild, liner installation, resetting or replacement of manhole frame and covers, chemical grouting, return of the manhole and/or lift station to service, traffic control, demobilization, site cleanup for a complete and operational liner rehabilitation system.

3) SITEWORK

- a) The Contractor shall schedule and lay out his work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
- b) Coordination with all affected City departments will be essential to properly execute the work.
- c) The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.
- d) Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.
- e) Operations shall minimize obstructions to vehicular and pedestrian traffic. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Construction Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City. Drainage shall be provided at all times.
- f) The Contractor shall install sheeting or shoring to protect the public and/or private property and human life and safety as may be required. No trench shall be excavated for a length in excess of three hundred feet (300'). All spoil material shall be so placed as to cause the least inconvenience to traffic and minimum damage to property. All spoil or excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
- g) The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
- h) The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative.
- i) The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations, 48 hours in advance of any excavation.

- j) Contractor shall provide protection from turbidity runoff at all times by utilizing hay bales, silt fences, and/or turbidity curtains, or any other approved method to control runoff. The City Representative will monitor this activity closely. The Contractor shall be responsible for any violations.
- k) Contractor shall be responsible for any sewage backup or spills in roadways, private or commercial buildings and structures that are directly related to the work being preformed.

4) DISPOSAL OF SURPLUS AND WASTE MATERIAL

- a) The Contractor shall dispose of all surplus and/or unsuitable excavated material, in one of the following ways as approved by the City.
 - i) Transport suitable surplus material to soil storage area on City's property within 5 miles of project site and stock-pile or spread as approved by City.
 - ii) Transport waste and unsuitable surplus material from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations by the Contractor at their expense.
 - iii) Suitable excavated material may be used for fill or backfill if it meets the specifications for suitable fill material and is approved by the ENGINEER. Excavated materials so approved may be neatly stockpiled at the site, provided there is an area available that will not interfere with the operation of a business or inconvenience traffic or adjoining property owners. If space limitations do not permit stockpiling on the site, the Contractor will be required to make arrangements for off-site stockpiling. Transport of such material from and to the immediate site, including any stockpiling agreements, shall be entirely at the Contractor's expense and shall not constitute grounds for additional payment.
 - iv) Surplus excavated material shall be used to fill depressions or other purposes as the City may determine.

5) TRAFFIC MAINTENANCE

- a) It is the Contractor's responsibility to control and maintain traffic through and/or around the work area for the duration for the construction period.
- b) This work shall conform to Section 102 of the F.D.O.T. Standard Specifications for Road and Bridge Construction (latest edition).
- c) No roadways or streets will be permitted to have more than one (1) lane of traffic closed at any time.
- d) All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures, necessary to ensure the well being of persons in close proximity to the work area.
- e) The Contractor shall coordinate with and receive permission from the City in order to excavate in, cross or in any other manner perform work which will impede traffic on or requite closure of any road or parking facility.

6) NOISE CONTROL

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

7) MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly, to

ensure they are operating correctly. Contractor shall insure all local, state and federal requirements are adhered to during the course of the work.

8) PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- a) The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, private or public, including poles, signs, services to building, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings and not designed for demolition removal and disposal. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. The Contractor at their expense shall repair any damage resulting from the Contractor's operations.
- b) Assistance will be given to the Contractor in determining the location of existing utility services; however the Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities, including existing water services, etc. All services to the building shall be maintained, and any damages resulting from Contractor operations shall be the sole responsibility of the Contractor.
- c) Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be part of the work under the Contract and all costs incurred shall be included in the Total Price stated in the Cost Proposal.

9) OBSTRUCTIONS

- a) The attention of the Contractor is drawn to the fact that during excavation at the Project sites, the possibility exists of the Contractor encountering various water, chemical, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the City.
- b) The Contractor shall ensure the stability of all utility and/or other poles on the project site is maintained throughout the project. The Contractor shall also give advance notice of scheduled work to the owners of said utility and/or other poles that are in close proximity to any excavation areas. This activity shall be included in the cost of said work.

10) CLEANUP AND DISPOSAL OF DEBRIS

- a) During the course of the work, the Contractor shall keep the site of their operations as clean and neat as possible. They shall dispose of all residue/debris resulting from the work and, at the conclusion of the work they shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and other debris remaining from the operations and shall leave the entire site of the work in a neat and orderly condition.
- b) Clean up during construction is required and shall include:
 - i) Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish and windblown debris, resulting from operations.
 - ii) Provide onsite containers for the daily disposal of waste materials, debris and rubbish, including but not limited to food containers and debris.
 - iii) Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
 - iv) Final cleaning of work area is required and shall include:
 - (1) Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

- c) Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.

11) SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

12) INSPECTION

- a) The City shall inspect the Contractor's work for conformance deemed necessary by the City. No work will be performed on Sundays. Work on Saturdays will be permitted provided the City Department is notified at least 48 hours in advance. An inspector may be sent, by the City Department, to the site at overtime rates that will be charged to the Contractor. Any inspection required by the City over and above the normal working hours of 7:00 a.m. – 3:00 P.M., Monday through Friday, excluding holidays, shall be compensated to City by Contractor, payable within thirty (30) days of billing.

13) CONFINED SPACE ENTRY

- a) When entering a confined space, OSHA Compliance Standards 1910.146 shall be followed. Personnel shall have training in Confined Space work areas and adhere to the city of Punta Gorda's "Confined Work Place Policy". A copy of the policy will be furnished to the Contractor. The Contractor is to supply written documentation, using the City Confined Space Entry Permit stating personnel have been trained in confined space work areas.
- b) The Contractor shall supply all safety equipment for confined space entry. The Contractor shall post permits on a daily basis prior to entering any confined space area. The appropriate Supervisor or a City Representative will issue permits.

14) FDOT ROADWAY SAFETY REQUIREMENTS

- a) High Visibility Safety Apparel – Index 600, Sheet 3 Design Standards Revision (R1303), Dated July 23, 2012
 - i) All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for High-Visibility Safety Apparel and labeled as ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010

CITY OF PUNTA GORDA, FLORIDA

REQUEST FOR CONTRACT RENEWAL

AGREEMENT NUMBER: #R2012101/SVC-MHLSREHAB/1213

DESCRIPTION: Manhole & Lift Station Rehabilitation

INITIAL CONTRACT PERIOD: 8/13/2013 through 8/12/2016 (Three (3) yrs)

RENEWAL CONTRACT PERIOD: 8/13/2016 through 8/12/2019 (Three (3) yrs)

VENDOR: GML Coatings, LLC - ATTENTION: Ryan Schwake
10315 Technology Terrace
Lakewood Ranch, FL 34211

Renewal of the Agreement is contingent upon acceptance to renew by the department, Procurement Manager, and/or City Manager.

VENDOR APPROVAL:

Being an authorized representative of the firm, I do hereby authorize the renewal of the referenced Agreement with a reduction of 0% in prices, and at the same terms and conditions for the renewal period stated above.

[Signature]
Authorized Signature

Manager
Title

6-28-16
Date

PLEASE RETURN COMPLETED BY: July 15, 2016

CITY OF PUNTA GORDA
326 W. Marion Avenue
PUNTA GORDA, FL 33950

Attn: Deb Adams
Email: dadams@pgorda.us
(941) 575-3351 (941) 575-3340 (FAX)

Average Annual Expenditure: \$127,532.00

RENEWAL APPROVED PER THE RENEWAL PERIOD/TERMS STATED:

[Signature]
Procurement Manager

6/29/16
Date

[Signature]
City Manager

6/29/2016
Date

Comments:

**CONTRACT – MANHOLE & LIFT STATION REHABILITATION
AGREEMENT #R2012101/SVC-MHLSREHAB/1213
INITIAL PERIOD RENEWAL PERIOD EXTENSION
CONTRACT PERIOD: AUGUST 13, 2013 THRU AUGUST 12, 2019
PRICES EFFECTIVE THROUGH: AUGUST 12, 2017**

NOTE: Prices may remain fixed for an extended period if price adjustment not requested by Vendor

MULTIPLE VENDOR AWARD

Deb Adams, CONTRACT ADMINISTRATOR – dadams@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR #1: GML Coatings, LLC

PRIMARY ORDERING CONTACT INFORMATION: Ryan Schwake

EMAIL: rschwake@prim.com

TELEPHONE: 941-755-2176 x4720

FAX: 941-755-2428

CELL: 941-894-8022

MAILING ADDRESS: 10315 Technology Terrace, Lakewood Ranch, FL 34211

ALTERNATE ORDERING CONTACT INFORMATION: Eric McRoberts

EMAIL: emcroberts@prim.com

TELEPHONE: 941-320-3136

FAX: 941-755-2428

CELL: 941-894-8022

CONTRACT ADMINISTRATION CONTACT: see Ryan Schwake above

PAYMENT TERMS: Net 45

ACCEPT CREDIT CARDS: Yes No

CREDIT CARD PROCESS: none

MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 2% 3RD YEAR – 3%

RESPONSE TIME:

A. All work issued under this Agreement shall be through a Statement of Work (Exhibit B) and agreed to by both parties.

B. The City shall describe the scope of services and locations and submit the request to the CONTRACTOR.

C. The CONTRACTOR to review, indicate quantities and costs of project and advise of a start and completion date. The CONTRACTOR agrees to complete, sign and return the Statement of Work form issued by a CITY Department within three (3) business days from receipt of CITY request. REPETITIVE FAILURE TO MEET THIS REQUIREMENT MAY BE JUST CAUSE TO TERMINATE THE CONTRACT IN ITS ENTIRETY.

D. A fully executed Statement of Work shall acknowledge agreement by both parties to the location, required services, and project timeline and project costs.

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GML COATINGS PRICING

Item	Description	UOM	Unit Price
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Lift Station Surface Preparation			
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	4' Diameter	VF	\$60.00
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Mfg Product Warranty	10 year		
Bidder Service Warranty	10 year		
	Injection Grouting - Avanti	GAL	\$50.00
	Cementitious Mortar - 1 inch thickness	VF	\$150.00

GML COATINGS PRICING

#2 - Manhole	Description	UOM	Unit Price
Manufacturer	GML - Green Monster TM Liner System		
Approach/Scope	Manhole Rehabilitation & Coating		
Recommended Application	Manholes		
Mfg Product Warranty	10 year		
Bidder Service Warranty	10 year		
	Injection Grouting - Avanti	GAL	\$50.00
	Chemical based Epoxy Coating - 250 ml thickness	VF	\$350.00
	Chemical based Epoxy Coating - 125 ml thickness	VF	Not Available
#3 - Lift Station	Description	UOM	Unit Price
Manufacturer	GML - Green Monster TM Liner System		
Approach/Scope	Lift Station Rehabilitation & Coating		
Recommended Application	Lift Stations		
Mfg Product Warranty	10 year		
Bidder Service Warranty	10 year		
	Injection Grouting - Avanti	GAL	\$50.00
	4' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$350.00
	6' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$525.00
	8' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$700.00
	10' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$875.00
	12' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	\$1,050.00
	Chemical based Epoxy Coating - 125 ml thickness	VF	Not Available

AWARDED VENDOR #2 STARTS ON NEXT PAGE

AWARDED VENDOR #2: Paints & Coatings Inc

PRIMARY ORDERING CONTACT INFORMATION: Melissa Giustina

EMAIL: melissa@paintsandcoatings.net
 TELEPHONE: 239-997-6645 FAX: 239-997-7117 CELL: 239-633-3456/Carl Laquidara
 MAILING ADDRESS: 17660 East Street, North Fort Myers, FL 33917

ALTERNATE ORDERING CONTACT INFORMATION: Peter Giustina II

EMAIL: peter@paintsandcoatings.net CELL: 239-633-3456/Carl

PRIMARY CONTRACT CONTACT INFORMATION: Melissa Giustina

EMAIL: melissa@paintsandcoatings.net
 TELEPHONE: 239-997-6645 FAX: 239-997-7117
 MAILING ADDRESS: same as above

ALTERNATE CONTRACT CONTACT INFORMATION: Peter Giustina II

EMAIL: peter@paintsandcoatings.net TELEPHONE: same FAX: same

PAYMENT TERMS: 3% 10/Net 45

ACCEPT CREDIT CARDS: Yes No

CREDIT CARD PROCESS: Pay invoice with Pcard

MAXIMUM PERCENTAGE INCREASE: 2ND YEAR - 0% 3RD YEAR - 0%

RESPONSE TIME:

- A. All work issued under this Agreement shall be through a Statement of Work (Exhibit B) and agreed to by both parties.
- B. The City shall describe the scope of services and locations and submit the request to the CONTRACTOR.
- C. The CONTRACTOR to review, indicate quantities and costs of project and advise of a start and completion date. The CONTRACTOR agrees to complete, sign and return the Statement of Work form issued by a CITY Department within three (3) business days from receipt of CITY request. REPETITIVE FAILURE TO MEET THIS REQUIREMENT MAY BE JUST CAUSE TO TERMINATE THE CONTRACT IN ITS ENTIRETY.
- D. A fully executed Statement of Work shall acknowledge agreement by both parties to the location, required services, and project timeline and project costs.

PURCHASING REQUIREMENTS

- 1) Departments shall enter a requisition for issuance of a PO and send a copy of the fully executed SOW to Procurement. CIP requisitions will need a separate PO.
- 2) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

5% Reduction in Price Effective w/Renewal: 8/13/2016

PAINTS & COATINGS PRICING

Item	Description	UOM	Unit Price	UNIT PRICE Effective 8/13/2016
1	Mobilization/Demobilization	LS	\$0.00	\$0.00
Manhole Surface Preparation				
2	Sand blasting and/or pressure washing & removal of existing coating material			
	48" Diameter	VF	\$62.80	\$59.66
	60" Diameter	VF	\$78.50	\$74.58
	72" Diameter	VF	\$94.20	\$89.49
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PAINTS & COATINGS PRICING

Item	Description	UOM	Unit Price	UNIT PRICE Effective 8/13/2016
3	Hydroblasting			
	48" Diameter	VF	NB	NB
	60" Diameter	VF	NB	NB
	72" Diameter	VF	NB	NB
4	Demolition & removal of preexisting mechanically fastened or embedded liner materials			
	48" Diameter	VF	\$62.80	\$59.66
	60" Diameter	VF	\$78.50	\$74.58
	72" Diameter	VF	\$94.20	\$89.49
Lift Station Surface Preparation				
5	Sand blasting and/or pressure washing & removal of existing coating material			
	4' Diameter	VF	\$62.80	\$59.66
	6' Diameter	VF	\$94.20	\$89.49
	8' Diameter	VF	\$125.60	\$118.75
	10' Diameter	VF	\$127.00	\$120.65
	12' Diameter	VF	\$188.40	\$178.98
6	Demolition & removal of preexisting mechanically fastened or embedded liner materials			
	4' Diameter	VF	\$62.80	\$59.66
	6' Diameter	VF	\$94.20	\$89.49
	8' Diameter	VF	\$125.60	\$118.75
	10' Diameter	VF	\$127.00	\$120.65
	12' Diameter	VF	\$188.40	\$178.98
Additional Pricing Information for Manhole & Lift Station Repair Items				
7	Manhole Bypass Pumping: 8" Flow	Day	\$400.00	\$380.00
8	Manhole Bypass Pumping: 10" Flow	Day	\$400.00	\$380.00
9	Manhole Bypass Pumping: 12" Flow	Day	\$500.00	\$475.00
10	Lift Station Bypass Pumping 8" Diameter	Day	\$400.00	\$380.00
11	Lift Station Bypass Pumping 10" Diameter	Day	\$400.00	\$380.00
12	Lift Station Bypass Pumping 12" Diameter	Day	\$500.00	\$475.00
13	Resetting of existing Manhole cover frame assembly	EA	\$300.00	\$285.00
14	Installation of new Manhole cover frame assembly (City Supplied)	EA	\$500.00	\$475.00
15	Rebuild existing Manhole bench & invert channel (4-ft dia manhole)	EA	\$495.00	\$470.25
16	Rebuild existing Manhole bench & invert channel (5-ft dia manhole)	EA	\$695.00	\$660.25
17	Rebuild existing Manhole bench & invert channel (6-ft dia manhole)	EA	\$900.00	\$855.00
18	Lift Station Floor work (slope of floor) 4' Radius (fillet)	EA	\$500.00	\$475.00

PAINTS & COATINGS PRICING

Item	Description	UOM	Unit Price	UNIT PRICE Effective 8/13/2016
19	Lift Station Floor work (slope of floor) 6' Radius (fillet)	EA	\$900.00	\$855.00
20	Lift Station Floor work (slope of floor) 8' Radius (fillet)	EA	\$1,200.00	\$1,140.00
21	Lift Station Floor work (slope of floor) 10' Radius (fillet)	EA	\$1,400.00	\$1,330.00
22	Lift Station Floor work (slope of floor) 12' Radius (fillet)	EA	\$1,600.00	\$1,520.00
23	Removal of existing Manhole steps	EA	N/C	N/C
24	Chemical Grouting of Manholes – AV202 Avanti	GAL	\$100.00	\$95.00
25	Chemical Grouting of Lift Stations – AV202 Avanti	GAL	\$100.00	\$95.00
26	Traffic Control to meet FDOT Standards			
	Flagman	HOUR	\$50.00	\$47.50
	Arrow Board	HOUR	NB	NB
	Barricades	HOUR	N/C	N/C
27	Sodding	SY	NB	NB
APPLICATIONS				
#1 - Manhole	Description	UOM	Unit Price	UNIT PRICE Effective 8/13/2016
Manufacturer	Mfg: IET Systems			
Approach/Scope	Abrasive blast, prime coat, intermediate, top coat			
Recommended Application	Wastewater structures			
Mfg Product Warranty	10 year unconditional			
Bidder Service Warranty	10 year unconditional			
	Injection Grouting - Avanti	GAL	\$100.00	\$95.00
	Chemical based Epoxy Coating - 125 ml thickness	VF	\$250.00	\$237.50
	Chemical based Epoxy Coating - 250 ml thickness	VF	\$350.00	\$332.50
#2 - Lift Station	Description	UOM	Unit Price	UNIT PRICE Effective 8/13/2016
Manufacturer	Mfg: IET Systems			
Approach/Scope	Abrasive blast, prime coat, intermediate, top coat			
Recommended Application	Wastewater structures			
Mfg Product Warranty	10 year unconditional			
Bidder Service Warranty	10 year unconditional			
	Injection Grouting - Avanti	GAL	\$100.00	\$95.00
	Chemical based Epoxy Coating - 125 ml thickness - 4ft ID	VF	\$250.00	\$237.50
	Chemical based Epoxy Coating - 125 ml thickness - 6ft ID	VF	\$375.00	\$356.25
	Chemical based Epoxy Coating - 125 ml thickness - 8ft ID	VF	\$500.00	\$475.00
	Chemical based Epoxy Coating - 125 ml thickness - 10ft ID	VF	\$625.00	\$593.75
	Chemical based Epoxy Coating - 125 ml thickness - 12ft ID	VF	\$750.00	\$712.50

PAINTS & COATINGS PRICING

#2 - Lift Station (CONTINUED)	Description	UOM	Unit Price	UNIT PRICE Effective 8/13/2016
	Chemical based Epoxy Coating - 250 ml thickness - 4ft ID	VF	\$350.00	\$332.50
	Chemical based Epoxy Coating - 250 ml thickness - 6ft ID	VF	\$475.00	\$451.25
	Chemical based Epoxy Coating - 250 ml thickness - 8ft ID	VF	\$600.00	\$570.00
	Chemical based Epoxy Coating - 250 ml thickness - 10ft ID	VF	\$725.00	\$688.75
	Chemical based Epoxy Coating - 250 ml thickness - 12ft ID	VF	\$850.00	\$807.50
#3 - Manhole	Description	UOM	Unit Price	UNIT PRICE Effective 8/13/2016
Manufacturer	Mfg: Sewpercoat			
Approach/Scope	Abrasive blast, coat with Sewpercoat			
Recommended Application	Wastewater			
Mfg Product Warranty	10 Year			
Bidder Service Warranty	10 Year			
	Cementitious Mortar - 1/2" thickness	VF	\$190.00	\$180.50
	Injection Grouting – Avanti	GAL	\$100.00	\$95.00
#4 - Lift Station	Description	UOM	Unit Price	UNIT PRICE Effective 8/13/2016
Manufacturer	Mfg: Sewpercoat			
Approach/Scope	Abrasive blast, coat with Sewpercoat			
Recommended Application	Wastewater			
Mfg Product Warranty	10 Year			
Bidder Service Warranty	10 Year			
	Injection Grouting – Avanti	GAL	\$100.00	\$95.00
	Cementitious Mortar - 1" thickness - 4' ID	VF	\$380.00	\$361.00
	Cementitious Mortar - 1" thickness - 6' ID	VF	\$565.00	\$536.75
	Cementitious Mortar - 1" thickness - 8' ID	VF	\$760.00	\$722.00
	Cementitious Mortar - 1" thickness - 10' ID	VF	\$940.00	\$893.00
	Cementitious Mortar - 1" thickness - 12' ID	VF	\$1,130.00	\$1,073.50

1) CONTRACT REQUIREMENTS

a) EMERGENCY OPERATIONS SUPPORT

- i) The Contractor may be required to provide services and/or commodities after an emergency event, such as a hurricane.
- ii) The City will notify the Contractor if a need arises for furnishing services and/or commodities through a telephone call, fax or email communication. The City will provide the location for service or delivery.

- iii) Contractor shall be responsible to begin the immediate search for repair parts for the critical facilities. Repairs not performed due to lack of parts shall be completed immediately upon the Contractor's receipt of the parts.
- iv) Compensation for services shall be based on the Emergency-Standard Contract Hours and Emergency-After hours/Emergency Contract Hours rates, portal to portal, and the applicable discount from retail or manufacturer's price list.

2) SCOPE

- a) Contractor(s) shall have the capability of performing services which include the following:
 - i) Sandblasting and/or hydroblasting (minimum 10,000 psi) the entire substrate preparing the surface so that it is structurally intact and clean of all corrosion.
 - ii) Power washing ridding the substrate of all dust and sand.
 - iii) Removal of all sand and water from the hole along with other debris.
 - iv) Applying coatings to the entire surface.
 - v) Drying the complete work area for superior adhesion of coatings and linings.
 - vi) Adding primer to the cleaned substrate to provide maximum adhesion as well as waterproofer for the final coating/liner.
- b) Services shall consist of but not be limited to, mobilization, safety equipment, flow diversion, interior cleaning, interior repair, interior rebuild, liner installation, resetting or replacement of manhole frame and covers, chemical grouting, return of the manhole and/or lift station to service, traffic control, demobilization, site cleanup for a complete and operational liner rehabilitation system.

3) SITEWORK

- a) The Contractor shall schedule and lay out his work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
- b) Coordination with all affected City departments will be essential to properly execute the work.
- c) The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.
- d) Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.
- e) Operations shall minimize obstructions to vehicular and pedestrian traffic. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Constructions Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City. Drainage shall be provided at all times.
- f) The Contractor shall install sheeting or shoring to protect the public and/or private property and human life and safety as may be required. No trench shall be excavated for a length in excess of three hundred feet (300'). All spoil material shall be so placed as to cause the least inconvenience to traffic and minimum damage to property. All spoil or excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
- g) The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.

- h) The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative.
- i) The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations, 48 hours in advance of any excavation.
- j) Contractor shall provide protection from turbidity runoff at all times by utilizing hay bales, silt fences, and/or turbidity curtains, or any other approved method to control runoff. The City Representative will monitor this activity closely. The Contractor shall be responsible for any violations.
- k) Contractor shall be responsible for any sewage backup or spills in roadways, private or commercial buildings and structures that are directly related to the work being preformed.

4) DISPOSAL OF SURPLUS AND WASTE MATERIAL

- a) The Contractor shall dispose of all surplus and/or unsuitable excavated material, in one of the following ways as approved by the City.
 - i) Transport suitable surplus material to soil storage area on City's property within 5 miles of project site and stock-pile or spread as approved by City.
 - ii) Transport waste and unsuitable surplus material from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations by the Contractor at their expense.
 - iii) Suitable excavated material may be used for fill or backfill if it meets the specifications for suitable fill material and is approved by the ENGINEER. Excavated materials so approved may be neatly stockpiled at the site, provided there is an area available that will not interfere with the operation of a business or inconvenience traffic or adjoining property owners. If space limitations do not permit stockpiling on the site, the Contractor will be required to make arrangements for off-site stockpiling. Transport of such material from and to the immediate site, including any stockpiling agreements, shall be entirely at the Contractor's expense and shall not constitute grounds for additional payment.
 - iv) Surplus excavated material shall be used to fill depressions or other purposes as the City may determine.

5) TRAFFIC MAINTENANCE

- a) It is the Contractor's responsibility to control and maintain traffic through and/or around the work area for the duration for the construction period.
- b) This work shall conform to Section 102 of the F.D.O.T. Standard Specifications for Road and Bridge Construction (latest edition).
- c) No roadways or streets will be permitted to have more than one (1) lane of traffic closed at any time.
- d) All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures, necessary to ensure the well being of persons in close proximity to the work area.
- e) The Contractor shall coordinate with and receive permission from the City in order to excavate in, cross or in any other manner perform work which will impede traffic on or requite closure of any road or parking facility.

6) NOISE CONTROL

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

7) MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly, to ensure they are operating correctly. Contractor shall insure all local, state and federal requirements are adhered to during the course of the work.

8) PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- a) The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, private or public, including poles, signs, services to building, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings and not designed for demolition removal and disposal. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. The Contractor at their expense shall repair any damage resulting from the Contractor's operations.
- b) Assistance will be given to the Contractor in determining the location of existing utility services; however the Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities, including existing water services, etc. All services to the building shall be maintained, and any damages resulting from Contractor operations shall be the sole responsibility of the Contractor.
- c) Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be part of the work under the Contract and all costs incurred shall be included in the Total Price stated in the Cost Proposal.

9) OBSTRUCTIONS

- a) The attention of the Contractor is drawn to the fact that during excavation at the Project sites, the possibility exists of the Contractor encountering various water, chemical, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the City.
- b) The Contractor shall ensure the stability of all utility and/or other poles on the project site is maintained throughout the project. The Contractor shall also give advance notice of scheduled work to the owners of said utility and/or other poles that are in close proximity to any excavation areas. This activity shall be included in the cost of said work.

10) CLEANUP AND DISPOSAL OF DEBRIS

- a) During the course of the work, the Contractor shall keep the site of their operations as clean and neat as possible. They shall dispose of all residue/debris resulting from the work and, at the conclusion of the work they shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and other debris remaining from the operations and shall leave the entire site of the work in a neat and orderly condition.
- b) Clean up during construction is required and shall include:
 - i) Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish and windblown debris, resulting from operations.

- ii) Provide onsite containers for the daily disposal of waste materials, debris and rubbish, including but not limited to food containers and debris.
- iii) Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- iv) Final cleaning of work area is required and shall include:
 - (1) Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- c) Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.

11) SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

12) INSPECTION

- a) The City shall inspect the Contractor's work for conformance deemed necessary by the City. No work will be performed on Sundays. Work on Saturdays will be permitted provided the City Department is notified at least 48 hours in advance. An inspector may be sent, by the City Department, to the site at overtime rates that will be charged to the Contractor. Any inspection required by the City over and above the normal working hours of 7:00 a.m. – 3:00 P.M., Monday through Friday, excluding holidays, shall be compensated to City by Contractor, payable within thirty (30) days of billing.

13) CONFINED SPACE ENTRY

- a) When entering a confined space, OSHA Compliance Standards 1910.146 shall be followed. Personnel shall have training in Confined Space work areas and adhere to the city of Punta Gorda's "Confined Work Place Policy". A copy of the policy will be furnished to the Contractor. The Contractor is to supply written documentation, using the City Confined Space Entry Permit stating personnel have been trained in confined space work areas.
- b) The Contractor shall supply all safety equipment for confined space entry. The Contractor shall post permits on a daily basis prior to entering any confined space area. The appropriate Supervisor or a City Representative will issue permits.

14) FDOT ROADWAY SAFETY REQUIREMENTS

- a) High Visibility Safety Apparel – Index 600, Sheet 3 Design Standards Revision (R1303), Dated July 23, 2012
 - i) All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for High-Visibility Safety Apparel and labeled as ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010