

City of Marco Island Florida



CONTRACT #2024-015-1:

Sanitary Sewer Manhole Lining Services

July 22, 2024

B & J Linings, Inc
5860 Enterprise Pkwy
Fort Myers, FL 33905
(239) 313-5580
Bjliningsinc@gmail.com

AND

CITY OF MARCO ISLAND
50 Bald Eagle Drive
Marco Island, FL 34145
Phone: (239) 389-5000

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Sanitary Sewer Manhole Lining Services

THIS AGREEMENT, made and entered into this 22th day of July 2024 (the "Effective Date"), by and between B & J Linings, Inc. hereinafter called the "Contractor," and the City of Marco Island, Florida, a political subdivision of the State of Florida, Collier County, hereinafter called the "City."

WITNESSETH

WHEREAS, on June 9, 2024, the City issued Request for Qualifications 2024-015 for Sanitary Sewer Manhole Lining Services on an as needed basis (the "RFQ"); and

WHEREAS, on July 22, 2024, City Council approved the ranking of the firms responding to the RFQ and authorized the execution of contracts, for a term of three years with one three-year renewal option, with the eight qualified ranked firms; and

WHEREAS, the Contractor is one of the eight ranked qualified firms referenced above and is willing and able to perform such Sanitary Sewer Manhole Lining Services for the City on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is not to authorize any specific services, but to set forth certain terms and conditions, which shall apply when and if Contractor is chosen from the "library" of contractors resulting from a request to submit a bid on a Sanitary Sewer Manhole Lining Services; and

WHEREAS, the City intends and the Contractor acknowledges that any future services pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of work to be performed by Contractor.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

1. **CITY APPROVAL OF CONTRACTOR'S PROPOSAL**: The Contractor's proposal in response to the RFQ for Sanitary Sewer Manhole Lining Services, dated June 9, 2024, has been approved for contract award.
2. **COMMENCEMENT**: This Agreement is effective as of the Effective Date for an initial three (3) years term, with a possibility of one (1) three (3) year renewal.
3. **SCOPE OF WORK**: Contractor agrees to provide Sanitary Sewer Manhole Lining Services as outlined in the RFQ for specific projects as authorized from time to time by the City (the "Services"). The execution of this contract shall not be construed as a commitment to the Contractor that any work will be awarded. Contractor shall submit a quotation for each individual job when requested by the City. City's acceptance and approval of the quotation shall be signified by an issuance of a purchase order. Except in cases of an emergency, no work for any individual job shall commence without an approved purchase order.

In each quotation, the City reserves the right to specify the period of completion, the collection of liquidated damages in the event of late completion, and any other additional conditions as may

be deemed necessary and agreed upon by the City and the Contractor.

4. **COMPENSATION:** The City shall compensate the Contractor for the satisfactory performance of the Services pursuant to the a purchase order for a specific project. Contractor shall invoice the City, as negotiated. Each invoice shall, detail the contract price, payments made to date, percentage of completion of the assignment, project or phase, payment due this invoice, remaining balance due. Invoices shall itemize hours, hourly rate, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.

Any City department may utilize the Services offered under this Agreement, provided sufficient funds are included in its budget(s).

Work awarded under this Agreement will be for projects in which the estimated cost of each individual project does not exceed \$300,000. Jobs over \$200,000 will require posting of payment and performance bonds. Jobs over \$50,000 will require City Council approval.

5. **CONTRACTOR'S RESPONSIBILITIES:** The Contractor shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Contractor. The obligation of the Contractor to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional contractor under similar circumstances. If at any time during the term of this Agreement, it is determined that the Contractor's work or Services are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City the Contractor shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the City, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including reimbursement to the City for any other services and expenses made necessary thereby, save and except any costs and expenses, which the City would have otherwise paid absent the Contractor's error or omission. The City's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, or by law, equity or otherwise. The Contractor's obligations under Section 5 shall survive termination of this Agreement.

6. **NOTICES:** Contractor's address of record:

Phillip E. Pannill, President
B & J Linings, Inc
5860 Enterprise Pkwy
Fort Myers, FL 33905
(239) 313-5580
Email: Bjliningsinc@gmail.com

City's address of record:

Angela Johenning
Purchasing and Risk Manager
City of Marco Island
50 Bald Eagle Drive

Marco Island, Florida 34145
Phone: (239) 389-5000
Email: AJohanning@cityofmarcoisland.com

The Contractor and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP:** Nothing herein contained shall create, or be construed as creating, a partnership between the City and the Contractor. Moreover, nothing stated in this Agreement shall be interpreted to indicate in any way that the Contractor is an agent of the City of Marco Island.

8. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

9. **PERMITS; LICENSES; TAXES:** In compliance with Section 218.80, F.S., all City permits necessary for the prosecution of the work shall be obtained by the Contractor. Payment of fees for all such permits issued by the City shall be processed internally by the City. All non-City permits necessary for the prosecution of the work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of the City of Marco Island, Collier County, the State of Florida, and the U.S. Government now in force or hereafter adopted. The Contractor further agrees to comply with all laws governing the responsibility of an employer with respect to persons directly or indirectly employed by the Contractor.

10. **NO IMPROPER USE:** The Contractor will not use, nor cause or permit any employee or subcontractor to use or occupy in any manner whatsoever, City or private facilities or properties for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor the City, or its authorized representative, shall deem such conduct on the part of the Contractor to be objectionable or improper. Accordingly, the City shall have the right to suspend this Agreement with Contractor in full or in part. Should the Contractor fail to correct any noted violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension shall continue until the violation is cured. The Contractor further agrees not to commence operations during the suspension period until the violation has been corrected to the satisfaction of the City. The City reserves the right to immediately terminate this Agreement for the foregoing actions or inactions by the Contractor.

11. **DEFAULT.**

11.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed Services on a timely basis;
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;

- c. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- d. Contractor has failed to obtain the approval of City where required by this Agreement;
- e. Contractor has refused or failed, except in the case for which an applicable extension of time is provided, to provide the Services as defined in this agreement;
- f. Contractor's refusal of re-inspection will result in terminating the Agreement immediately. No future work will be awarded.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, the City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will be due only for any properly completed construction Services, minus any damages pursuant to Section 11.3. In the event payment has been made for such Services not completed, Contractor shall return these sums to the City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the City's right to terminate, at any time, pursuant to Section 12 below, and its right for damages under Section 11.3.

11.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by the City, including procurement and administrative costs.

11.4 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City at law or in equity.

12. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with the terms of this Agreement. Should the Contractor be deemed or found to have failed to perform services herein in a professional manner satisfactory to the City in accordance with standards of practice in the industry, and/or the terms and requirements of this Agreement, the City may terminate said Agreement immediately for cause. Moreover, the City may terminate this Agreement for convenience with a seven (7) day written notice to the Contractor. The City shall be the sole judge of non-performance or cause.

13. **NO DISCRIMINATION:** The Contractor agrees not to discriminate against or upon employees or subcontractors as to race, sex, color, creed or national origin.

14. **INSURANCE:** All entities wishing to perform work for the City of Marco Island will be required to comply with the following minimum insurance requirements.

- COMMERCIAL GENERAL LIABILITY LIMITS (MUST INCLUDE CONTRACTUAL LIABILITY) \$ 2,000,000 AGGREGATE
\$ 1,000,000 EACH OCCURRENCE
\$ 1,000,000 PRODUCTS-OMP/OP
\$ 1,000,000 PERS & ADV INJURY
- AUTOMOBILE LIABILITY \$ 1,000,000 COMBINED SINGLE LIMIT
(INCLUDE HIRED AND NON-OWNED LIABILITY)
- WORKER'S COMPENSATION STATUTORY
- EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT
\$ 1,000,000 DISEASE-POLICY LIMIT
\$ 1,000,000 DISEASE-EACH EMPLOYEE
- THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

- (1) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the City.
- (2) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.
- (3) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide the City with certificates of insurance meeting the required insurance provisions.
- (4) The City of Marco Island must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability.
- (5) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

The City of Marco Island
Attn: Risk Manager
50 Bald Eagle Drive
Marco Island, FL 34145

(6) **Thirty (30) Days Cancellation Notice is required.**

15. **INDEMNIFICATION:** The Contractor, in consideration of One Hundred Dollars (\$100), the receipt and sufficiency of which is accepted through the signing of this Agreement, shall indemnify, hold harmless, and defend the City of Marco Island and its agents and employees from all suits and actions, including attorneys fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this Agreement or Work performed hereunder. This provision shall also apply to any claims brought against the City by any employee of the named Contractor, the Contractor's subcontractor or sub-subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as listed in Section 4 above, or the Contractor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100) of money received on the contract price herein is considered as payment of this obligation by the City. Nothing

in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

This section does not pertain to any incident arising from the sole negligence of the City of Marco Island.

16. **ADMINISTRATION OF AGREEMENT:** This Agreement shall be fully administered by the City Manager or his designee on behalf of the City. The Contractor shall only receive and act upon orders and directives issued by the City Manager, his designee, or the City's Purchasing and Risk Manager/Deputy City Clerk.

17. **COMPONENT PARTS OF THIS AGREEMENT:** This Agreement consists of this Agreement document, all the Exhibits as listed in the table of content, Contractor's proposal in response to RFQ #2024-015, Insurance Certificate(s), RFQ #2024-015, any addenda, any Quotation/Purchase Order made or issued pursuant to this Agreement, and any related plans or specifications for any such Quotation/Purchase Order. All of the foregoing documents are incorporated and made a part of this Agreement ("Contract Documents").

18. **OFFER EXTENDED TO OTHER ENTITIES:** The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

19. **SUBJECT TO APPROPRIATION:** It is further understood and agreed by and between the parties herein that this Agreement is subject to the continuation of appropriation of funds by the City Council of the City of Marco Island.

20. **ACCESS TO RECORDS AND AUDIT CLAUSE:** All records, books, documents, papers and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.

21. **PUBLIC RECORDS:** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City. Upon request from City custodian of public records, Contractor shall provide 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.

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 City to perform the service. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall 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 shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

Any compensation due to Contractor shall be withheld until all records are received as provided herein.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

Section 119.0701(2)(a), Florida Statutes

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: JOAN TAYLOR, CITY CLERK
Mailing address: 50 Bald Eagle Drive, Marco Island, FL 34145
Telephone number: 239-389-5010
Email: JTaylor@cityofmarcoisland.com

22. **ANTI-LOBBYING:** Contractor warrants that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to cancel this Agreement without liability. This provision shall not apply to Contractor's retention of an attorney on a non-contingent fee basis for purposes of negotiating this Agreement.

23. **SEVERABILITY:** Should any provision of the Agreement be determined by a court to be unenforceable; such a determination shall not affect the validity or enforceability of any other section or part thereof.

24. **GOVERNING LAW, JURISDICTION AND VENUE:** The Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce this Agreement shall be in Collier County, Florida.

25. **SAFETY, GOVERNMENTAL COMPLIANCE AND HAZARDOUS MATERIALS:** Contractor shall be responsible for safety of its operations and its employees and shall take all reasonable safety precautions with respect to its Work. Contractor in addition to its own standards shall comply will all

safety policies and procedures initiated by Contractor for the Services, including Contractor's policy regarding drugs, alcohol and controlled substances, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Contractor shall immediately notify City of any injury to any of the Contractor's employees. Contractor shall require its personnel to attend any safety meetings the City might conduct and direct Contractor to attend.

Contractor agrees that in performing the Services, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the site, or removed from the site, by Contractor's operations. The term "hazardous wastes, chemicals or substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any agency of the federal government or the applicable state or local agency having jurisdiction of such matters. In the event Contractor encounters material reasonably believed to be hazardous wastes, chemicals or substances, Contractor shall immediately stop work in the area affected and report such condition to City in writing. Contractor shall comply with all federal, state and local regulations dealing with the use, storage or disposal of all hazardous wastes, chemicals and substances. Contractor shall be responsible for any and all claims and damages resulting from its use, handling, storage, removal and disposal of such hazardous wastes, chemicals or substances from the Project, and will indemnify, defend and hold City harmless from any and all liability associated with such use, handling, storage, removal and disposal including all associated attorney's fees and costs and costs of all cleanup operations wherever and whenever required by any governmental authority or City.

26. **SCRUTINIZED COMPANIES:** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

27. **E-VERIFY:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the

Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant Contractors will be subject to contract sanctions, up to and including contract termination.

28. **INDEPENDENT CONTRACTOR:** During the term of this Agreement, Contractor shall be an independent Contractor and not an employee of the City. Contractor is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the City, unless expressly authorized in writing by the City Manager or his designee. Contractor shall perform the Services at the request of the City Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the City and Contractor. Unless expressly provided for otherwise in this Agreement, Contractor shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded City employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Contractor or to any employee or agent of the Contractor. Contractor shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or Contractors of the Contractor, under its sole direction and not an employee, Contractor or agent of the City. Contractor is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.

29. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

30. **HEADINGS:** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

31. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement, which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

32. **WAIVER:** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach

thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

33. **FORCE MAJEURE:** Non-performance of Contractor or the City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

34. **NO CONTINGENT FEES:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

35. **BONDS:** When an individual construction project is in excess of \$200,000, the Contractor shall be required to provide Payment and Performance Bonds.

The Contractor shall furnish a Performance and Payment Bonds prior to commencing performance, for the full amount of the Work, which shall act as a security guaranteeing the performance of the Contractor's work and the payment by the Contractor to any other party (ies) providing labor and/or materials in connection with each individual project performed by the Contractor. The bonds shall be furnished using the forms prescribed in Exhibit "A".

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to Owner's approval.

36. **PAYMENTS:** Generally, the Contractor will be paid upon completion. However, for jobs in excess of thirty (30) days, the Contractor may indicate on its Quotation its wish to receive Progress Payments and after review by the Owner progress payments may be approved.

37. **PAYMENTS WITHHELD:** Owner may decline to approve any Application for Payment, or portions thereof, because of defective or incomplete work, outstanding punch list items, subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable fling of such claims; (c) failure of Contractor to make payment properly to subContractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

38. **SUBMITTALS AND SUBSTITUTIONS:** Any substitution of products/materials from specifications shall be approved in writing by Owner in advance.

39. **CLEANUP AND PROTECTIONS.** Contractor agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project Site clean and ready for occupancy by Owner.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

40. **DEFECTIVE WORK:** Work not conforming to the requirements of the Contract Documents or any warranties made or assigned by Contractor to Owner shall be deemed defective Work. If required by the Owner, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the Owner, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner harmless for same.

If the Owner consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as The Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the Work is defective, or if Contractor fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of Contractor or any other party.

Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If Owner accepts such defective Work after final payment, Contractor shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

If Contractor fails, within a reasonable time after the written notice from the Owner, to correct defective Work or to remove and replace rejected defective Work as required by the Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project Site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project Site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

41. **SUPERVISION AND SUPERINTENDENTS:** Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by Contractor and be Contractor's representative at the Project Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor. Owner shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Contractor shall have a competent superintendent on the project at all times whenever Contractor's work crews, or work crews of other parties authorized by the Owner are engaged in any activity whatsoever associated with the Project. Should Contractor fail to comply with the above condition, the Owner shall, at his discretion, deduct from Contractor's monthly pay estimate, sufficient moneys

to account for Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages.

42. **EMERGENCIES.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight- (48) hour written notice noted above, Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

43. **CHANGE ORDER AUTHORIZATION** The City Manager shall have the authority on behalf of Owner to execute all change orders to the Agreement to the extent provided for under the Owner's Purchasing Policy and accompanying administrative procedures.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date(s) indicated below.

ATTEST:

CONTRACTOR:
B & J Linings, Inc.

Phil K. Pannell
Corporate Secretary/Witness

[Signature]

BY: PHILLIP E PANMILL

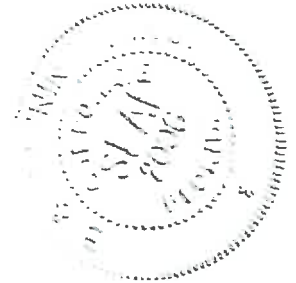
2nd Witness (If Not Incorporated)

President (If Incorporated)

ITS: _____

Date: 7/30/2024

[Corporate Seal]



ATTEST:

CITY:
CITY OF MARCO ISLAND, FLORIDA

BY: [Signature]
Joan Taylor, City Clerk

BY: [Signature]
Michael A. McNees, City Manager

Date: 8/7/2024

Approved as to form and legal sufficiency for the use and reliance of the City of Marco Island only.

BY: [Signature]
Alan L. Gabriel, City Attorney

**EXHIBIT A-1
PUBLIC PAYMENT BOND**

Bond No. _____
Contract No. **2024-015**

KNOW ALL MEN BY THESE PRESENTS: **B & J Linings, Inc.**
_____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to **City of Marco Island**, as Obligee in the sum of _____ **dollars and cents (\$xxxxxxx.00)** for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ Day of _____, 20__ with Obligee for _____ in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL

B & J Linings, Inc.

Witness as to Principal

BY: _____
NAME: _____
ITS: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission No.: _____

ATTEST:

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

Witness to Surety

(Printed Name)

OR

As Attorney in Fact
(Attach Power of Attorney)

(Printed Name)

(Business Address)

(Telephone Number)

Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission No.: _____

EXHIBIT A-2

PUBLIC PERFORMANCE BOND

Bond No. _____
Contract No. **2024-015**

KNOW ALL MEN BY THESE PRESENTS: **B & J Linings, Inc.** as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to **City of Marco Island**, as Obligee in the sum of _____ **dollars and _____ cents (\$xxxxxxxx.00)** for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the the ____ day of _____, 20__ with Obligee for _____ in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

PRINCIPAL

B & J Linings, Inc.

Witness as to Principal

BY: _____
NAME: _____
ITS: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission No.: _____

ATTEST:

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

Witness to Surety

(Printed Name)

OR

Witness

STATE OF _____
COUNTY OF _____

As Attorney in Fact
(Attach Power of Attorney)

(Printed Name)

(Business Address)

(Telephone Number)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

B & J Linings, Inc.

5860 Enterprise Parkway
Fort Myers, Florida 33905
(239) 313-5580

Received

JUL 09 2024

Office of the City Clerk
City of Marco Island, Florida

B & J Linings, Inc. is seeking to be considered a qualified firm for the Sanitary Sewer Manhole Lining Services in RFQ # 2024-015.

Phillip E. Pannill, President is authorized to make representations.
Cory Baker, General Manager is authorized to make representations.

Office Address: 5860 Enterprise Parkway, Fort Myers, FL 33905
Office Phone: 239-313-5580
Phillip Pannill Cell: 941-238-7393
Cory Baker Cell: 941-993-4944
email: bjliningsinc@gmail.com

B & J Linings, Inc.

5860 Enterprise Parkway

Fort Myers, Florida 33905

(239) 313-5580

B & J Linings, Inc. has been an active Florida Corporation, operating out of southwest Florida, since 2006. We have been a certified Raven applicator since 2006 as well. We have 18 employees all located within one hour of our office. Phillip Pannill is the President and in charge of day-to-day operations of the company along with Cory Baker who is the General Manager.

We propose to use the RAVEN line of products for lining new and existing manholes and wet wells. The Raven products are manufactured by PPG Industries here in the United States. With our line of work most standard requests for proposals can be returned within a few days and once accepted work can be scheduled and commence within a few weeks as the coating materials are readily available. We do keep Raven in stock at our office and being in Fort Myers if it is an emergency, we can be onsite within hours.

Supervisory Staff:

Phillip Pannill – President – 25 years in utility construction and design build. Assists in the day-to-day operations including estimating.

Cory Baker – General Manager – 25 years in utility and heavy construction. Assists in the day-to-day operations including estimating.

James Atwell – Operations Manager – 30 years in concrete construction. Schedules and maintains crews.

Benjamin Rodriguez – Superintendent – 20 years in coatings and linings industry. Assists crews in performing the work and provides quality control.

All our field technicians have been trained and certified to apply the Raven line of products. We also are certified for Sewper Coat and have 4 certified AGRU welders on the staff.

The following represents the number of manholes and lift stations that B & J Linings, Inc. has completed in both new and rehabilitation work in the past 7 years:

2023	1276 manholes	67 wet wells
2022	1151 manholes	70 wet wells
2021	1310 manholes	69 wet wells
2020	1043 manholes	78 wet wells
2019	1220 manholes	73 wet wells
2018	1232 manholes	81 wet wells
2017	1018 manholes	57 wet wells

Most of our work has been in Collier, Lee, Charlotte, Sarasota and Manatee Counties. We service most of the precast companies on the west coast for their coating needs (i.e.: Coastal Precast, Oldcastle, Cast Systems, DelZotto, Atlantic TNG and Forterra).

Utility References:

1. Barton Bradshaw – (239) 825-9001
Marco Island Water and Sewer – Collections and Distribution Manager
2. Scott Pevy – (941) 708-7450 EXT. 7347
Manatee County Public Works – Infrastructure Inspection Supervisor
3. Tim Schlieff – (239) 825-1627
Ave Maria Utility Company

Precast References:

1. Foley Products – Shawn Madox (239) 922-4089
2. Quality Precast – Ryan Levesque (239) 451-8309
3. Oldcastle – Dustin Meneley (407) 926-3789
4. Cast Systems – Adam Rowan (941) 625-3474

Our recent job references are:

1. Granger Maintenance & Construction – Eddie (813) 967-5710
Multiple lift station rehabs in Tampa and Manatee County all in Raven during 2018 through 2023.
Manatee County Supervisor – Scott Pevy (941) 708-7450 Ext. 7347
2. Jensen Underground Utilities, Inc. – Ricky (239) 825-1623
Charlotte Commons, Heritage Bay, Haldeman Apartments, Founders Square, Ritz Carlton Hotel, Maple Ridge, Skysail – Both new and rehab, all have been coated with Raven
3. Haleakala Construction – Spencer (727) 359-1955
Lake Club, Del Webb, Valencia Trails, Miromar Lakes, Babcock Ranch, Ventana Point, Brighton Flowing Well, EBTI, Caymas. Both new and rehab, coated with Raven
4. Bonness, Inc. – Darryl (239) 450-4638
Naples Classical Academy, Whitaker Woods, Habitat for Humanity, Fiddler's Creek Publix, Coconut Landings. Both new and rehab, all have been coated in Raven.

5. Eli Contracting, Inc. – Gregory (239) 272-8484
Marco Island 3 pump stations rehab in Raven during 2019 & 2020

6. Heritage Utilities, LLC. – Bill (239) 821-0355
Marco Island approximately 60 manholes rehab in Raven during 2019 & 2020

7. Florida Utility Solutions, Inc. – Mitch (239) 825-7818
Spanish Wells - Rehab 7 existing lift stations with Raven

8. Southeastern Site – Jenny (941) 955-7483
Various projects - Rehab existing maholes with Raven

9. City of Marco Island – Bart Bradshaw (239) 825-9001
Marco Island MH Rehab Project 2022 - Rehab 31 existing manholes with Raven



**PART VIII
REFERENCE QUESTIONNAIRE FORM**

Reference Questionnaire

Solicitation: RFP 2024-015 – Sanitary Sewer Manhole Lining Services

B&J Linings Inc.

Name of Company Requesting Reference Information:
Rusty Plumbing Co., Inc.

Name of Client/Individual Providing Reference Information:

Name: Tami Boron Company: Rusty Plumbing Co., Inc.

Email: TAMI@RUSTYPLUMBING.COM Tel: 941-366-4424

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: Beachwalk by Manasota Key

Summarize the scope: Installed Raven Liner in 200+ Sanitary Manholes and 3 Lift Stations for new subdivision.

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		100



PART VIII
REFERENCE QUESTIONNAIRE FORM

Reference Questionnaire

Solicitation: RFP 2024-015 – Sanitary Sewer Manhole Lining Services

B & J Lining, Inc.

Name of Company Requesting Reference Information:

Name of Client/Individual Providing Reference Information:

Name: Kevin Jensen Company: Jensen Underground Utilities Inc.

Email: kevin@jensenunderground.com Tel: 239 825-1638

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: multiple contracts

Summarize the scope: sewer manhole repairs, coating, rehabilitation

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		



**PART VIII
REFERENCE QUESTIONNAIRE FORM**

Reference Questionnaire

Solicitation: RFP 2024-015 – Sanitary Sewer Manhole Lining Services	
Name of Company Requesting Reference Information: B & J Linings, Inc.	
Name of Client/Individual Providing Reference Information:	
Name: <u>Andrew DeJonge</u>	Company: <u>DeJonge Excavating Contractors Inc.</u>
Email: <u>adejonge@dejongeexcavating.com</u>	Tel: <u>941-485-7799</u>

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: Manatee County SLS 2023 Group 1

Summarize the scope: Repair to agru Linings and Removal of existng with new Spray on Raven

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		100%



**PART VIII
REFERENCE QUESTIONNAIRE FORM**

Reference Questionnaire

Solicitation: RFP 2024-015 – Sanitary Sewer Manhole Lining Services	
Name of Company Requesting Reference Information: <u>B&J Linings, Inc.</u>	
Name of Client/Individual Providing Reference Information:	
Name: <u>Emily Brown</u>	Company: <u>Foley Products Company</u>
Email: <u>ebrown@foleyproducts.com</u>	Tel: <u>(615) 509-7332</u>

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: Multiple on-site projects; Weekly facility service

Summarize the scope: B&J Linings performs coating and lining services on a weekly basis at the Foley Products manufacturing facility in Ft Myers, FL. Additionally, B&J performs coating and lining services on project/job sites as required, serving as a representative of the Foley organization.

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		100



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PANNILL, PHILLIP EDWIN

B & J LININGS, INC.
5860 ENTERPRISE PARKWAY
FORT MYERS FL 33905

LICENSE NUMBER: CGC1522498

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Further, the Bidder acknowledges receipt of Addenda as follows:

Contractor's Signature

Addendum Number	Date Issued	(Full Name)
<u>1</u>	<u>6/28/24</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 8th day JULY, 2024 in the City of FORT MYERS, in the State of FL

B & J Linings, Inc.
Firm's **Complete Legal Name**

Check one of the following:

- Sole Proprietorship
- Corporation or P.A.
- Limited Partnership
- General Partnership

Phone No. (239) 313-5580

Email bjliningsinc@gmail.com

5860 Enterprise Parkway
Address

Fort Myers, FL 33905

City, State, Zip

BY: Phillip E. Pannill
Typed and Written Signature

[Signature]

President Title



PART VI
STANDARD FORMS

**The below forms A. through K. are to be submitted with your response to this
RFQ # 2024-015**

A. DECLARATION STATEMENT
RFQ # 2024-015

Full Name of Proposer: B & J Linings, Inc

Main Business Address: 5860 Enterprise Pkwy., Fort Myers, FL 33905

Telephone: (239) 313-5580 Email Address: bjliningsinc@gmail.com

State License(s)# CGC1522498

Type General Contractor

To: City Manager, City of Marco Island, Florida
(hereinafter called the Owner)

The undersigned, as Proposer hereby declares that he has examined the Scope of Services and informed himself fully in regard to all conditions pertaining to the work to be done. The Proposer further declares that the only persons, company or parties interested in this Proposal or the RFQ to be entered into as principals are named herein; that the Proposal is made without connection with any other person, company or companies making a Proposal; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Request for Qualifications 2024-015 as issued by The City of Marco Island on June 9, 2024. The undersigned agrees that should his firm be offered a contract, he will execute that contract and present the same to the City for approval within fifteen (15) days after being notified of the award. The undersigned do further agree that failure to execute and deliver said forms of Contract within fifteen (15) days will result in damages to the City.

**B. E-VERIFY
RFQ # 2024-015**

The City of Marco Island will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security's website: E-Verify Webinars

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer's Signature)

7/8/24 
Date

Phillip E. Pannill, President
Name and Title of Authorized Signee

B & J Linings, Inc
Name of Corporation, Partnership, Trust, Etc.


B & J LININGS, INC.

**C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
RFQ # 2024-015**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant's Responsibilities).

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

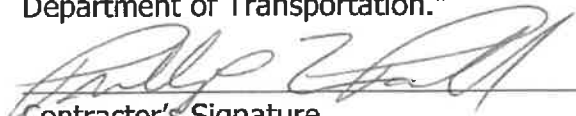
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."


Contractor's Signature

Date 7/8/24

Phillip E. Pannill, President
Name and Title of Authorized Signee

B & J Linings, Inc
Name of Corporation, Partnership, Trust, Etc.

 (SEAL)
B & J LININGS, INC.
5040 ENTERPRISE PARKWAY
FORT MYERS, FL 33906

D. NON-COLLUSION CERTIFICATION
RFQ # 2024-015

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.



Proposer's Signature

Phillip E. Pannill, President

Name and Title of Authorized Signee

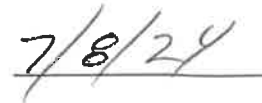
B & J Linings, Inc

Name of Corporation, Partnership, Trust, Etc.

(SEAL)



B & J LININGS, INC.
5880 ENTERPRISE PARKWAY
FORT MYERS, FL 33905



Date

**E. SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFQ # 2024-015**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. **2024-015 Sanitary Sewer Manhole Lining Services**

2. This sworn statement is submitted by B & J Linings, Inc.
(name of entity submitting sworn statement)
whose business address is: 5860 Enterprise Pkwy., Fort Myers, FL 33905

and its Federal Employer Identification Number (FEIN) is 20-8110206 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

SSN _____).

3. My name is Phillip E. Pannill (please print name of individual signing) and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

 7/8/24
(Date)

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of July, 2024, by Phillip Pannill (name of person making statement) who is personally known to me or who has produced _____ (type of identification) as identification.

Affix seal here

signature: 

Notary Public



**F. CONFLICT OF INTEREST DISCLOSURE FORM
RFQ # 2024-015**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the City of Marco Island.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

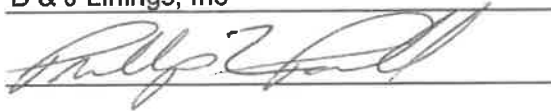
(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Company Name	B & J Linings, Inc
Authorized Signature	
Name	Phillip E. Pannill
Title	President
Date	7/8/24


B & J LININGS, INC.
 5640 ENTERPRISE PARKWAY
 FORT MYERS, FL 33905

SKIP THIS FORM IF IT DOES NOT APPLY TO THE CATEGORY YOU ARE SUBMITTING FOR

**G. FLORIDA TRENCH SAFETY ACT STATEMENT
RFQ # 2024-015**

SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with **RFQ #2024-015** for **Sewer Manhole Lining Services**

3. This Sworn Statement is **submitted by** B & J Linings, Inc (name of entity submitting sworn statement), **hereinafter "BIDDER"**. **The BIDDER'S business address is:** 5860 Enterprise Pkwy., Fort Myers, FL 33905
BIDDER'S Federal Employer Identification Number (FEIN) is 20-8110206.

3. My name is Phillip E. Pannill (print name of individual signing) and my relationship to the BIDDER is President (position or title) of/for the BIDDER. I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.

4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within **Trench Safety Act** (refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s)). Reference to and compliance with the applicable Florida Statute(s) and/or OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.

5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards and agrees to indemnify, defend and hold harmless the OWNER and ENGINEER, and any of their agents or employees, from any claims arising from the failure of the BIDDER to identify applicable standards or to comply with said standards. As specific consideration for the indemnification above, the OWNER agrees to give the

BIDDER twenty-five dollars (\$25.00), which the OWNER agrees is paid on behalf of all parties indemnified hereinabove.

- 6. The BIDDER has allocated and included in its bid the total amount of \$ TBD based on the linear feet of trench to be excavated over 5 feet deep, for compliance with the applicable Trench Safety Standards and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: TBD

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.

- 7. The BIDDER has allocated and included in its bid the total amount of \$ TBD based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: TBD

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the Excavation Contractor. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.

- 8. The BIDDER, in submitting this bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER:

B & J Linings, Inc

By: Phillip E. Pannill  (Signature)

(Position or

President

Title)

(Date)

7/8/24


B & J LININGS, INC.
 5880 ENTERPRISE PARKWAY
 FORT MYERS, FL 33905

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of July, 2024, by Phillip Pannill (name of person making statement) who is personally known to me or who has produced _____ (type of identification) as identification.

Affix seal here
signature: [Handwritten Signature]

Notary Public



FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes, Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

	Trench Safety Measure	Units of Measure	Quantity	Unit	Extended
	(Description)	(LF SY)		Cost	Cost
A.	TBD				
B.					
C.					
D.					

TOTAL: \$TBD

**H. CONTRACTOR SAFETY CERTIFICATION
RFQ # 2024-015**

CONTRACTOR SAFETY CERTIFICATION

As safety is the top priority at the City of Marco Island. A Contractor Safety Program has been developed and implemented. This program applies to anyone working on facility property, or on the premises in connection with such work. Compliance by each contractor is required. The following information is provided to assist the contractor in training its employees to work in accordance with City of Marco Island Health & Safety Standards. Each contractor is expected to make all of its employees aware of the following material and to assure compliance therewith:

- | | |
|---------------------------------|----------------------------------|
| Hazard Communication Program | Chemical Safety |
| Confined Space Entry Procedures | Electrical Safety |
| Lock out/Tag out Procedures | Health & Safety Rules |
| Excavation Safety Procedures | Trenching and Shoring Procedures |
| Personal Protective Equipment | Housekeeping Procedures |

Guidelines have been established for progressive discipline for safety violations. In the event of an unsafe act, City of Marco Island will initiate the steps listed below:

- 1st Violation – Verbal warning to contractor’s authorized representative on site
- 2nd Violation – Meeting with contractor’s company manager
- 3rd Violation – Written notice to contractor
- 4th Violation – Termination of Contract

The contractor will also be subjected to random inspections by a City of Marco Island representative to confirm that all workers are aware of their safety and our policy. City of Marco Island does not guarantee that any inspections will occur, and the Contractor remains solely responsible for assuring awareness and compliance by the Contractor’s employees. The Contractor agrees to arrange for supervision of its employees and agents to assure compliance with all applicable Federal, State and MIU’s safety requirements.

Please sign and return this document signifying that you have received it and agree to follow all applicable Federal, State, and company safety requirements.

Contractor/Company Name: B & J Linings, Inc
(Please Print)

Contractor/Company Representative Name: Phillip E. Pannill
(Please Print)

Contractor/Company Representative Title: President
(Please Print)

Signature: 

Date: 7/8/2024


Jill K. Pannill
B & J LININGS. INC.

I. ASBESTOS WORK PLAN RFQ # 2024-015

REPAIR, REMOVAL AND MAINTENANCE OF ASBESTOS-CONTAINING CEMENTITIOUS PIPES (April 20, 2010)

ASBESTOS WORK PLAN

The following work plan is for the repair, removal and maintenance of asbestos cement pipe (AC). This work plan should be considered as minimal guidelines for the disturbance of the material. The Contractor shall utilize all appropriate controls and work practices necessary to protect workers, people in the vicinity of the work area, and the environment, regardless of the inclusion or exclusion of this work plan. Contractor questions should be resolved prior to the start of the abatement project. The primary concerns and considerations of these work practices is the protection of human health and the environment, as well as to minimize the Owner's and Contractor's liability exposure before, during and after the abatement process.

GENERAL

The City of Marco Island, shall employ the Contractor, for the purpose of repair, removal and maintenance of AC pipe.

INDEMNITY The Contractor shall indemnify, defend and save the Owner harmless 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 the of the Contractor and persons employed or utilized by the Contractor in the performance of the work associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing. The monetary limitation on the extent of indemnification pursuant to this paragraph shall be \$ 1 million per occurrence.

The Contractor shall indemnify, defend and save the Owner harmless against all damages, losses, and claims resulting from the activities, or lack of activities associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing.

REGULATIONS, CODES AND STANDARDS

The Contractor shall comply with all regulations, codes and standards. These shall include, but are not limited to:

- 1 Title 29, Code of Federal Regulations, Section 1910.134 and 1926.1101. Occupational Safety and Health Administration (OSHA), US Department of Labor.
- 2 Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants. US Environmental Protection Agency (EPA).
- 3 State of Florida's Administrative Code 62-204.800. US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).
- 4 State of Florida, Chapter 62-257, Florida Administrative Code.
- 5 Florida Statutes, Chapter 469, Licensing Requirements (Exemptions 469.002)
- 6 State of Florida, City of Marco Island codes and ordinances as applicable.

CONTRACTOR STAFFING

1. All work will be supervised by a qualified individual meeting the requirements of a Competent Person* and possessing the following minimum qualifications and training:

- a) Satisfactory completion of an Asbestos Abatement Project Supervisor course
 - Medical examination for respirator use
 - Fit test for respirator type
- b) Training in the maintenance, repair and removal of AC pipe

*A Competent Person, is capable of identifying existing asbestos hazards at the work place, determine if a Negative Exposure Assessment (NEA) exists, is qualified to train other workers, and has the authority to take prompt corrective measures to eliminate a hazardous exposure. In addition the competent person must be trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor.

2. Any direct contact with AC pipe will be performed by qualified workers possessing the following minimum qualifications and training:

- a) Satisfactory completion of an OSHA Class II Worker course **
 - Medical examination for respirator use
 - Fit test for respirator type

b) Training in the maintenance, repair and removal of AC pipe

**Class II Training Requirements must be met for work involving building materials including roofing, flooring, siding materials, ceiling tiles or transit panels training shall include at a minimum the elements in paragraph 29 CFR 1926.1101 (k) (9)(iv)(A) and specific work practices and engineering controls set forth in paragraph (g). It shall include hands-on training and it is to be at least 8 hours in length.

Annual refresher course work is required. The length of time for the refresher training is not specified.

3. Personal Protective Equipment (PPE) for each worker will include hard hat, steel toed shoes, disposable protective clothing, respiratory protection and high visibility reflective vests. Respirators shall be fitted with a P-100 filtering cassette. (The use of disposable protective clothing, and respiratory protection will be determined by the establishment of a Negative Exposure Assessment and continual personnel air monitoring).

WORK PROCEDURES

controlling Government Regulation:

OSHA's Construction Industry Standard for Occupational Exposure to Asbestos Subpart Z, 29 CFR 1926.1101 Asbestos.

Work-Task Assumptions/Requirements of the Employer at Project Work-Site:

Prior to commencing the demolition and removal of the A-C pipe, the contractor has:

- (1) Determined by thorough inspection the existence and the extent of any ACM.
- (2) Given written notice to appropriate governmental agency at the beginning of abatement activity.
- (3) Conducted an Initial Exposure Assessment (IEA) test plan or baseline report, which complies with the criteria in Paragraph (f)(2)(iii) of the above referenced controlling government regulations (section), and which demonstrates that the employees' exposure to airborne asbestos fibers during removal of the Asbestos-Cement (A-C) pipe is expected to be consistently below the Permissible Exposure Levels (PELs) i.e... exposure must be less than 0.1 fiber/cubic centimeter (cc) of air for an eight (8) hour time-weighted average limit (TWA), and less than 1.0 fiber/cc of air as averaged over a sampling period of thirty (30) minutes, all as determined by the method prescribed in Appendix A to the referenced section, or by an equivalent method, and therefore, the employer intends to do the A-C pipe removal through the use of Negative Exposure Assessments (NEAs).

Procedures for Removal of Asbestos-Cements (A-C) Pipe, Also Commonly Referred to as Transite Pipe. This work activity is identified as a Class II asbestos removal activity by OSHA's Subpart Z, 29 CFR 1926.1101, with the A-C pipe removal is being done utilizing a valid Negative Exposure Assessment (NEA).

Preparation

Establish a regulated work area (RWA) using barricade tape.

- Provide a hand/face wash station at the entry point to the RWA.
- Post asbestos-warning signs at the RWA entry point.
- Establish a waste load-out area attached to the RWA.
- Once an RWA is established and work begins, no access should be permitted without the required personal protective equipment.

- Prior to commencing work a ten day NESHAP notification (DEP Form 62-257 .900(1) Effective 10-12-08) must be submitted the Florida Department of Environmental Protection (FDEP) office located at the following address:

FDEPAir Resource Management
2295 Victoria Avenue, Ste 364
P.O. Box 2549
Fort Myers, Florida 33902-2549

The form can be accessed online at: [http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900\(1\).pdf](http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900(1).pdf)
Air Monitoring and Sampling of Exposure to Airborne Asbestos Fibers:

< As the work begins the competent person (or third party consultant) must conduct and record objective data to confirm the Initial Exposure Assessment (IEA), and that the specific job-site work activity confirms the findings of the IEA, and that the PELs are not being exceeded for this work activity.

Excavation:

- < Machine excavate to expose A-C pipe.
- < Hand excavate areas under pipe where cuts/breaks are planned.
- < Excavation operations should be carefully executed so that pipe damage does not occur prior to removal.

Abandonment of AC Pipes

- < AC pipes can be abandoned in-place. The procedure for abandonment of pipes in place includes filling the section of pipe with a grout/cement slurry. The location of the pipes should be recorded on the master drawing of the right-of-way.
- < At no time will bursting, crushing, grinding or pulverizing of the AC pipe be conducted.

AC Pipe Removal:

All pipe cutting or breaking operations require adequate wetting with potable water to prevent A-C materials from being crumbled by hand pressure and to keep the asbestos fibers from becoming air-borne (friable).

- < Plan pipe cuts/breaks as necessary to accommodate the size/weight of pipe being removed.
- < Use a hammer or wheel-type pipe cutter (or equivalent tool) to make the initial cut and drain the pipe of residual liquids. If gas powered cutters are to be used, they should be connected to a HEPA filtered vacuum and used in a manner that will not create elevated airborne fibers. If a gas-powered cutter is utilized that is not connected to a HEPA filtration system, the work area should be contained to prevent the release of airborne fibers. In addition, a sufficient supply of water shall be applied to the cut point to further prohibit the release of asbestos fibers. A layer of 6 mil polyethylene should be placed beneath the cut point to contain the debris that will be generated. The debris shall be collected and treated as asbestos-containing waste.
- < Remove pipe sections at joint collars by breaking them with a sledgehammer or cutting them with a wheel-type pipe cutter (soil-pipe cutter).
- < Where pipe re-connection is required, trim pipe ends in a manner that will not cause asbestos fibers to become airborne. Any debris that is generated shall be collected and treated as asbestos-containing waste.
- < When applicable, remove pipe sections from trench in an "intact" condition. Wet and containerize waste materials as you go. Using lifting straps and methods that do not damage the pipe remove the material from the trench.

< **WASTE PIPES:** The pipe should be placed in a leak tight waste container. An alternative option would be to wrap each section of pipe with two layers of 6 mil polyethylene. For both options water should be applied to each section of pipe before it is contained.

< Identify A-C materials and stockpile the waste in a designated load-out area with the following label warnings: (The label must also identify the generator of the AC Pipe waste).

**DANGER Contains Asbestos Fibers
Avoid Creating Dust
Cancer and Lung Disease Hazard**

Transportation of Asbestos Waste

All asbestos-containing waste shall be transported to a class I landfill in leak tight containers. Each shipment must be properly marked with the following notation:

DANGER Contains Asbestos Fibers Avoid Creating Dust Cancer and Lung Disease Hazard

< All asbestos-containing waste shall be disposed of in a timely manner at a class I landfill. All waste must be disposed of within a 30 day period from the time of removal. A waste shipment record must be provided for each shipment.

References: Underground Contractors Association of Illinois Best Practices for Removing Asbestos Cement Pipe April 14, 2003

Acknowledgement of Requirements:

Signed: Phillip E. Pannill, President 

Firm: B & J Linings, Inc

Date: 7/8/24


B & J LININGS, INC.
5660 ENTERPRISE PARKWAY
FORT MYERS, FL 33905

**J. EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS
Sanitary Sewer Manhole Lining Services
RFQ 2024-015**

The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security's website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer's Signature)



Phillip E. Pannill, President
Name and title of Authorized Signee

B & J Linings, Inc
Name of Corporation, Partnership, Trust, Etc.



Sanitary Sewer Manhole Lining Services

RFQ #2024-015

K. CONTRACTOR & BUSINESS LICENSES
Sanitary Sewer Manhole Lining Services
RFQ 2024-015

**Attach copy of your contractor's and/or other business
licenses at this location**

PART VII

STATEMENT OF EXPERIENCE
Sanitary Sewer Manhole Lining Services
RFQ 2024-015

The CONTRACTOR shall provide the following information with their submission. Only the experience that can be verified by the City of Marco Island will count. The CONTRACTOR must provide clear information with updated names and telephone numbers of references that can provide verification on the Reference Form. Experience that cannot be verified will not be considered in the evaluation. Attach additional pages as necessary.

The CONTRACTOR must have at least 10 years of experience in sanitary sewer manhole lining systems.

STATEMENT OF LITIGATION

The CONTRACTOR shall provide the following information.

Are there any judgments, claims or suits pending or outstanding by or against you or your company?

Yes No

If the answer to any of these questions is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your company in the last five (5) years. Attach additional pages as necessary.

PAST EXPERIENCE LIST

The Bidder is required to state below what work of similar magnitude is a judge of his experience, skill and business standing and of their ability to conduct the work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME /YEAR /PRODUCT USED	OWNER CONTACT INFORMATION
Marco Island Manhole Rehabs / 2022 / Raven 405	City of Marco Island
Manatee County Satellite LS R&R 2021 Group 1 & Group 2 / 2021 / Raven 405	Manatee County Florida Scott Pevy - 941-708-7450 EXT. 7347
Manatee County Satellite LS R&R 2022 Group 1 & Group 2 / 2022 / Raven 405	Manatee County Florida Scott Pevy - 941-708-7450 EXT. 7347
Manatee County Satellite LS R&R 2023 Group 1 & Group 2 / 2023 / Raven 405	Manatee County Florida Scott Pevy - 941-708-7450 EXT. 7347
Marco Island Manhole Rehabs / 2019-2020 / Raven 405	City of Marco Island
Various project in Ave Maria / 2017 - 2024 / Raven 405	Ave Maria Utility Company Tim Schlieff - 239-825-1627
Lining for new and rehab manholes and lift station for various contractors through out Sarasota County / 2010 - 2024 / Raven 405	Sarasota County Utilities John Saputo - 941-650-0022
Lining for new and rehab manholes and lift stations for various contractors through out Lee County / 2010 - 2024 / Raven 405	Lee County Utilities
Linings for new and rehab manholes and lift stations for various contractors through out Collier County / 2010 - 2024 / Raven 405	Collier County Utilities

INSERT ADDITIONAL PAGES IF NECESSARY

PROPOSERS CHECK LIST

IMPORTANT: Sign in the spaces indicated and submit with your proposal.

Proposer should check off each of the following items as the necessary action is completed:

1. The RFP has been signed.
2. Any required documents, qualification statements, etc. have been included.
3. Any addendum (if any) have been signed and included.

B & J Linings, Inc
Company Name


Signature & Title

Date: 7/8/24