CITY OF NAPLES, FLORIDA AGREEMENT (CONSTRUCTION SERVICES)

16-021

Clerk Tracking No.

Bid/Proposal No.

16-00050

Project Name:

Community Services Building Interior Upgrade

THIS AGREEMENT (the "Agreement") is made and entered into this <u>30</u> day of March 2016 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Jim Duffy Construction, Inc., a Florida Profit Corporation, located at: 2760 68th Street SW; Naples, Florida 34105 (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an (ITB) Invitation to Bid No. 16-021 for provision of those services; and

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

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

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by the CONTRACTOR are generally described as **Community Services Building Interior Upgrade** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

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1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

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

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

- 2.2. The Project Coordinator shall:
 - (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
 - (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
 - (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed in **60 days from the Notice to Proceed**. **Project Close Out shall be performed within 30 days of completion.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This

paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice to Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount of \$100.00 per day will be assessed.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety (check one)

has been recorded in the public records of the County, or

_____ prior to commencement of work, will be recorded in the public records of the County, or _____ is waived or,

XXX is not applicable to this Agreement.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$89,282.00 that includes an \$8,000.00 CITY controlled Contingency** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

5.2 The CONTRACTOR shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) Promptly notify the CITY of any public records request.

ARTICLE SIX

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN

TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples 735 Eighth Street South Naples, Florida 34102-3796 Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Jim Duffy Construction, Inc. 2760 68th Street SW Naples, Florida 34105 Attention: **James P. Duffy**, President FEI/EIN Number: On File

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

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

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

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

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

ATTEST: By: Patricia L. Rambosk. Clerk 25:372

Approved as to form and legal sufficiency: CITY:

CITY OF NAPLES, FLORIDA, A Municipal Corporation By:

A. William Moss, City Manager

Koht D.P. Robert D. Pritt, City By:

CONTRACTOR:

Jim Duffy Construction, Inc. 2760 68th Street SW Naples, Florida 34105 Attention: James P. Duffy, President

Vitness Printed

By: Printed Name: Title: YI 11

FEI/EIN Number: On File A Florida Profit Corporation

(FL)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any issued Addendum(s) and Vendor's Submittal of (ITB) Invitation To Bid No.16-021, titled Community Services Building Interior Upgrade herein referenced and made a part of this Agreement.

END OF EXHIBIT A

SCOPE OF WORK	INTERIOR RENOVAT	IONS TO THE COMMUNIT	Y SERVICES BUILDIN	IG.								
	1. REPLACE EXIS	STING CEILING INSULATIO	N									
	2. REPLACE EXIS	STING CEILING TILES AND	SUSPENDED GRID	YSTEM								
		TING INTERIOR PARTITION	IS AND TRIM									
	1. 225 22767565555	STING VINYL WALL BASE										
	123 Million 2003	5. REPLACE EXISTING FLOOR CARPET 6. REMOVE PORTION OF PARTITION AND PATCH FINISHES										
	7. REMOVE NON-STRUCTURAL GYPSUM BOARD HEADER 8. RELOCATE EXISTING LIGHT SWITCH											
	9. NO CHANGES	9. NO CHANGES TO MEANS OF EGRESS										
BUILDING CONSTRUCTION CRITERIA	1											
FIRE CODE	5th EDITION FLORID	A FIRE PROTECTION COD	E, INCL. FLORIDA ED	ITION NEPA 101								
BUILDING CODE	5th EDITION FLORID	A BUILDING CODE, EXIST	ING									
OCCUPANCY TYPE	EXISTING BUSINES	\$ - B										
ALTERATION LEVELS LEVEL 2 INTERIOR ALTERATIONS												
CONSTRUCTION TYPE	EXISTING, NON-COMBUSTIBLE, TYPE 11-8 CONSTRUCTION											
SPRINKLER PROTECTION	NONE REQUIRED											
1-HR. PROTECTION	NONE REQUIRED											
BUILDING AREAS												
EXISTING BUILDING	4,295 SF											
WORK AREAS												
NFPA (1) REPAIR	FBC REPAIRS		0 SF	0% OF TOTA								
NFPA (2) RENOVATION	FBC ALT. LEVEL 1		4,115 SF	96% OF TOTAL								
NFPA (3) MODIFICATIONS	FBC ALT. LEVEL 2		181 SF									
NFPA (4) RECONSTRUCTION	FBC ALT. LEVEL 3		0 SF	0% OF TOTAL								
NFPA (5) CHANGE OF USE	FBC CHANGE OF O	CCUPANCY	0 SF	0% OF TOTA								
NON-WORK AREAS	NO CHANGES PRO	POSED	0 SF	0% OF TOTAL								
TOTAL FLOOR AREA			4,296 SF	100% OF TOTAL								
OCCUPANT LOADS												
STORAGE/ MECHANICAL	392 SF	300 SF / PERSON	1 000	UPANTS								
BUSINESS - OFFICES	3635 SF	100 SF / PERSON	36 000	UPANTS								
BUSINESS - CONFERENCE	269 SF	15 SF / PERSON	18 000	UPANTS								
TOTAL			55 OCC	UPANTS								
EGRESS - FBC EXISTING 805.2.1 : COMP	LY WITH NFPA 101											
CORRIDOR RATING	101 : 39.3.6 NO RE	QUIREMENTS										
NUMBER EXITS REQUIRED	2											

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Interior Renovations to the

City of Naples Community Service Department

280 Riverside Circle Naples, Florida 34102 for the

City of Naples

Naples, Florida

VICTOR J. LATAVISH, AIA

MEMBER Nie And Pran Posteure of Archerices An Operation Soft for the Socket Soft for the Socket Names Fundan Softwares Thermone 205-655

01-15-16

ISSUE & REVISION DATES

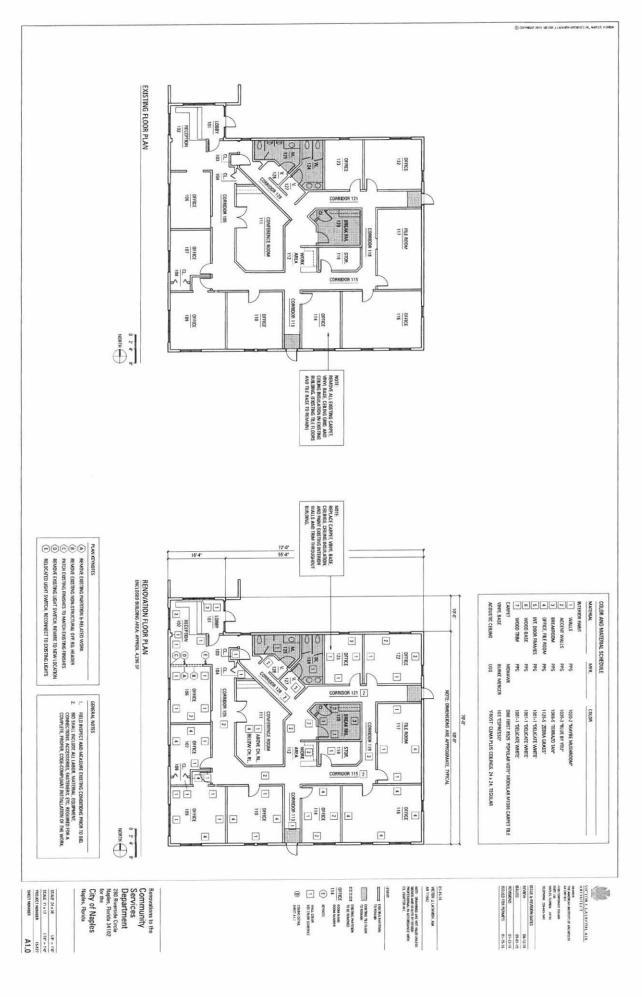
Renovations to the Community Services Department 280 Riverside Circle Naples, Florida 34102 for the City of Naples

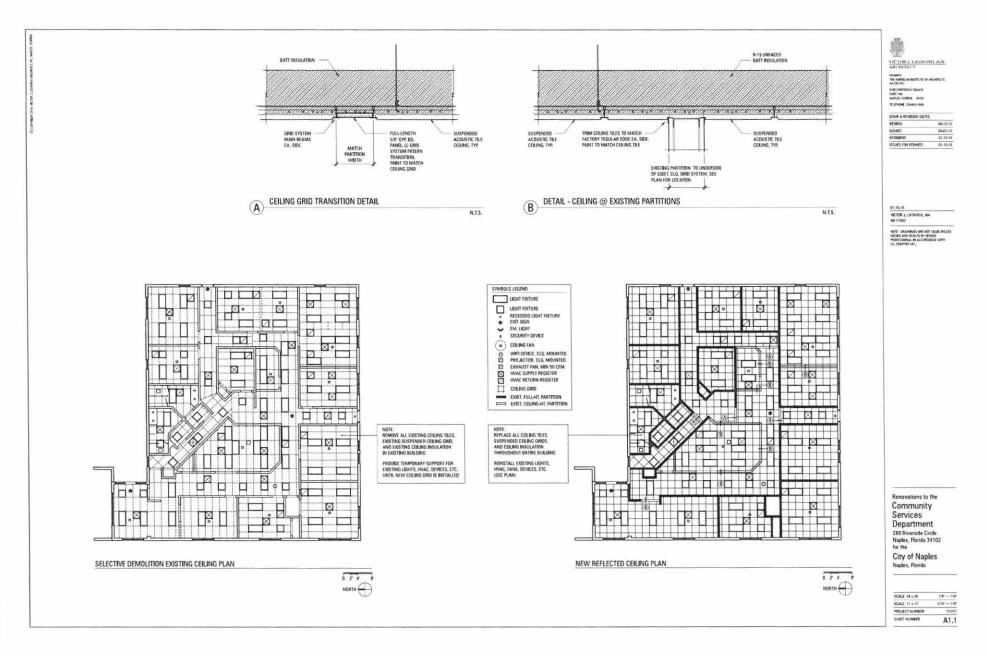
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PROJECT NUMBER 15-577 SHEET NUMBER AO.1

ITB 16-021

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traver V up/scale. I not all declaring with the set of the Control of the Co		DIZID CONSTRUCTION MEETINGS	General Requirements: Work performed shall comply with the Contract
Prove Constructional or back-care on exceeding on screening in more processing and provide the construction of the constructio	is is to be updated monthly during construction, and copied to ner prior to application for gayment. Attach schedule to each	staging, and parking areas	Scope of the Work: The Contractor assumes full responsibility for hering femaliarized himself with the nature and extent of the Contract Documents and site conditions that may in any memore affect the Work.
FBC Execution FBC Execution FBC American	ons: Do not start construction until schedule has been delivered to the	A preconstruction meeting shall be held at the Site prior to construction, to discuss contracts, schedules, payment requests, subcontractors, communication protocol softwarfall processives, and use of the premises.	under contract to the General Contractor. For herwith in this specification all of these parties shall be referred to as "Contractors".
		01200 PRECONSTRUCTION MEETING	Applicability: Specifications shall apply in full to contractory, subcontractory, material suppliers and any other party involved with execution of the work
General Within 14 calendar days of the Contract execution, Contractor is to		Structural requirements: Do not cut or modify new or existing structural components without approval of the Design Professional.	01010 SUPPLEMENTARY CONDITIONS
Advisorant Cacher: All write anadled is in comply write the Tabula Buddorg Code and all inferent Strate Cacher and Cacher Beglit O1110 SCHEDULING Scheduling and Cacher Beglit Scheduling And Cacher Beglit		make the several parts come regether property and fit it to receive or be received by work of other mades.	reference made part of the Centract Documents. Exples of the General Conditions may be reviewed at the office of the Architect or purchased from the AUA.
Time Extensions: Resubmittals required due to non-conformance with the no-		Growth All trades that moude their new outfine fitting autobios are to	For miscellawayus general conditions not covered by the Owners agreement and provisions, ALA Occurrent A201 Content Conditions of the Contract are by
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Rimiterustik Crupts Contracts and to charge for A.F. tweets based on regularisment of sou-complying or otherwise unacceptable work shall not be an In a traduct hour's use checked, plur related expense, and marking for their additional expense. and datasessent readamentals.		Construction Work Hours: Conduct all interior construction activities during eventings, hights, and weekends. No interior work is allowed on regular business days Mondays through Findays during regular business hours from 8	01000 GENERAL CONDITIONS
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		Drup-free Wedsplace: The possession of intoxicants of any kind are prohibited onsite, including but not limited to drugs and alcohol.	OUTLINE SPECIFICATIONS

audit by the Owner or the Owner's d profit shall not exceed 10% of our previded by the Centractor, e Contractors total markup for 1 subcontractors inveces, and and profit shall not exceed 10% subcontracts shall achied these te work from the contract, the st to the Contractor for any Proposal Request is not an opproval of a Proposal Request ill prepare a Change Order for ect. binnan terrin specified "w mwy on the walkered at the focus walk by considered at the second second second second second second marks and by respect to an ad-marks and by respect to a second marks and by respect to a second territor of the resolution of the second second second of the marks and marks and second sec additional proposed evaluated after bid opening attrition request and complete est than 14 working days prior veid on the basis of similar or cluded in the executed Is and complete supporting O working days prior to wered on the basis of similar or sued by addendum to all otacted from theft or stact with the ground or floor. cure storage of materials and nach all the and resilient floors. to dust and lightly oversprayed over residue, paint, etc. to and prior to Final If the jobsite to leave the It be submitted clreacity to the documentation substantiating reasonable job meeting subsen of any proposed autown of any proposed box and materials. If approved, rection by the Dome. equipment are shown or proved in writing by the brought to job in onginal. left on site as needed to without any indication of easurensent marks, 01-15-16 WCT0B 4.1 STANDER AM AR 11942 WHIT DANABED AR WIT ALL UNLESS UNDER DANABED AR WIT ALL UNLESS AND ALL UNLESS MEDICIDENT, M. ACCONDUCE VOTM 15, CHAPTER 41. Renovations to the Community Services Department 280 Riverside Circle Naples, Florida 34102 for the City of Naples Naples, Florida SCALE 74 x 36 SCALE 11 x 17 PROJECT NUMBER N.15. N.15. N.15. N.15.

Electrical, Plumbing, and Mischanical Traises: All subcontractor work shall be organized in a new, orderly manner, square with horizontal and vertical building inna except as needed to achieve required positive alopes.

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Parchéor requirements: The Contractors punchfart shall identify all known terms incomplete or incornect items at the true of Substantial Completion. Isting the remaining work norm by norm, area by area, and trade by rade.	setalled punchlist to the Architect.	General: Not less than 3 working days prior to application for payment at time of Substantial Completion the Contractor shall deliver 3 conies of a kneet	01750 PUNCHUST	date of Fenal Acceptance.	variants over the second over the period of the lense of the generatives and varianties.	Warranty costs: The Contractor(s) shall at their own expense repair and/or replace all such defective work and all other work damaged thereby which	Special warrantes. The terms of extended and special warrantes are listed in other sections of these specifications.	under the contract will be free from detect in materials and workmaestic for a period of not less than one year from the date of Final Acceptance.	51740 WARRANTY General: The Centractor shall guarantee and warrant that all work executed	onaaren, enna aan maarmaan regering unennemanne op pait en vere verennen. Documeetti	or ray or renormers even means crowers on the second statement. Provide manufacturers' operation and maintenance manuals for all equipment.	THE DECENTION AND MANUTERANCE NAVA	anster all changes to the final au-built documents at the completion of restruction.	cord documents for daily construction use. Clearly identify, date, and initial returns with a ref server on the olans, specifications, and submittals.	crawings and shop drawing/submitted file indicating quark locations, material requipment, stc., as installed. Include locations of build derves, hidden pang and conduits, sizes, inc. not specifically shown on the Drawings. Resp one set of acced documents at the data file database of construction file non-vise.	ecution: The Contractor shall maintain and regularly update "as-built"	changes, activiting our not intrace to exocercive and unange violation. Detaives one printed copy and one PDF copy of Closeour Documents prior to application for final payment.	General: Record Documents include as bail plant, supplemental drewings and diagrams, as-built specifications, approved submittals, and records of all elements much device from the second submittals.	at 720 PROJECT RECORD DOCUMENTS	cord Decuments, leclade index for contexts and tabs for each section.	Deveous Decuments: Provide centificate of occupancy, all warrantize, users manual, written maintenance approxisions for all materials and equipment, and	General: Deliver one printed copy and one PDF copy of Closeout Documents at the time of final completion for review at least ten (10) working days prior to application for final payment.	01700 CLOSEOUT DOCUMENTS	induals helding ownership in the Firm, their successors, heirs, and assigns.	Definitions: For purposes of this section, "General Contractor" refers jointly and individually to the General Contractor's firm, the film's license holder(s), all	chilect, Subconsultants, agents, successors, heirs, and assigns for any and chains related to the unauthorized charges.	Indemnification: By accepting the terms of the Centract Documents and as a condition of use of the asaked plane used for permits and construction, the General Contractor agrees to indemnify and hold harmless the Owner,	related legal fees.	Reimoursable Expenses: The Contractor shall reimburse the Architect for all A/E time inlated to unauthorized changes according to the standard hourly rate schedule, oldus reimbursement for materials, econous makute and any	during the warranty period, or any time thematter.	Notification of Neo-Compliant Work: The unauthorized charges may be rejected at the time of installation, substantial completion, final completion,	replaced by the General Contractor in accordance with the Contract Documents at no extra charge to the Owner or their agents.	Non-Compliant Work: Work not in compliance with the Contract Documents shall be deamed an 'unauthorized change' and shall be removed and procerly	ummited and approved in writing, or the work may be rejected at the sole crietion of the Architect.	equipment, methods of construction, or non-compliance with Contract Documents or accepted national standards of construction must be	01632 UNAUTHORIZED CHANGES Convert Anu changes in the work and/or universities of products memorial or
	And Andrews		DIVISION 6 - WOOD AND PLASTICS		DAVENIN S. MITAIS	DRMSIDN 4 - MASONRY	Ref Used	DIVISION 3 - CONCRETE	Demolition Work : Completely remove all demols/lived items and clearing material from the site.	Salvaged Items: Specific items may be salvaged and reused in the work, as identified sbawhere in the Documents.	Protection: Items net intended for demoktion shall be protected from damage, and if damaged, shall be replaced or restored to Eva-new condition.	in a straight, next, and workmankie memor using appropriate methods including but not limited to sevuruting.			Continuities: Selective Denvisition Plain industries the general scope of the work but does not Bustrate each and every denvisition term required to execute the work of the contract and/or denniation subcentract. It is the sole resourceability of the Contractor to review the antimized to anti-or forcements resourceability of the Contractor of the review the antimized to anti-or forcements and the Contractor of the review the antimized to anti-or forcements and the Contractor of the review the antimized to anti-or forcements and the Contractor of the review the antimized to anti-or forcements and the contractor of the review the antimized to anti-or forcements and the contractor of the second to an in the contractor of the contrac		General: Provide all labor, supports, bankades, materials, and equipment required to property, completely, and safety execute Selective Demolition	02060 SELECTIVE DEMOLFION	contractor noise expect any concernate work or an traces with externing conditions oncire power to beit. Contract and initial includies costs of labor and material, with no exite charges for existing conditions.	with FBC and AHJ regulations.	szuvor schetnika, Standards: Requirements of Division 1 apply to work of this section. Comply	OMASION 2 - EVIS TING CONDITIONS	Ассертанся.	Fial Completion: The date of Fial Completion is the date all punchful work and cleaning is completed and accepted by the Dwner and Architect. All cleans discusses and more documents must be delevant optimist.	01790 FRIAL COMPLETION	Completion to complete all punchist work.	Minor excemplete or incorrect items shall be identified on the Contractors purchists proor to application for Statistantial Completion, and the Contractor is allowed 30 days from the date of Substantial Completion to the date of Fead	occupancy of all areas by the Owner.	Substantial Completion: The date of Substantial Completions is the date a permanent Certificate of Occupancy is received from the Building Official and entered into public records, and, the project is substantially ready for full.	01760 SUBSTANTIAL COMPLETION		The Contractor is allowed 30 days from the date of Substantial Completion to the date of Final Completion to complete all punchlast work.	execution purchases are not executed on an order of the contractor shall incorporate these added by the Architect and/or Owner. The Contractor shall incorporate these items into his written punchlist.	incomplete punchist: In the event the Contractors punchist is incomplete, additional sub-blue items is accordance with the Contractor Documents may be	Payments: Further payments to the Contractor will be withheld until a complete punchist is received.	Completion Schedule: The punchest shall include the scheduled completion date for each item.
Manufacturer See Color Schedule Accessions: Provide matching permoletel corner pieces at all outside corners.	Materials: 5' wind coved base	Submittale: Provide sample of selected color	General Replace wind base throughout building. Comply with referenced standards and manufacturers instructions, Include all labor, materials, and accessions required for a complete and sooper installation.	09550 RESILENT BASE	completion.	direction Every Manazial - Daliaus 5% evens stock of accustic vila material to David wood	Field verify locations and quartery. Tolerances: Install suspended grid flat to a tolerance of 1/3° in 10°-3° in any	Access Panels: Provide lay-in vinyl covered gypsum board panels for access to equipment including as handler sense, exhaust fains, etc. Match ceiling color.	Headers and Transitions: Provide lay-in gypsum boards panets, full width of comdors where indicated. Panel width 5" wide typical, cut to match partition width where applicable. Paint to match celling color.	devection. Cut edges shall be tegalar profile and painted white to match tile. Neath teim all materials at permeter, columns, and conters.	devices, etc. Adapt in calling any another of the advances of the devices of the devices of the devices of the devices on the Drawings. Cut then then 24" x 45" ends unless indicated otherwise on the Drawings. Cut then then 24" x 45"	Execution: Remove existing celling tiles and suspended grid, Coordinate work	Suspension System: Standard metal Light. Grid Color: Manufactures standard white color:	Tite Style: 24' × 24' Tite Color: Manufacturers standard white color.	Products: See Color & Material Schedule Manufacturens: Amatriang, USC, or approved equal Tel: Expens: Incolar	Materials: Textured non-directional acoustic ceiling tile	Submittalls: Product data and samples	building. Comply with reterenced standards and manufactures instructions. Include all labor, materials, and accessories required for a complete and proper installation	General Replace existing suspended acoustic celling tile system throughout	09500 ACOUSTIC CERLINGS	connective work: view that is not to congraance with neterested codes and standards shall be removed and replaced at no sutre cost to the City.	Workmanship: All work shall be proper and nest in appearance conforming to nationally recognized standards and specified tolerances.	including but not limited to FBC.	09000 GENERAL Standards: Comety with codes and referenced standards listed in Division 1.	DIVISION 9 - FRASHES	Next Used	DMISION N- DOORS AND LOUVERS	at end of each work day.	polytryfwine sherting. Congeredy remove existing celling insulation and install new celling insulation throughout entire building. Install material on ew cellings with tight fit at idde and ends. Dispose protective onwines and clean	Execution: Protect existing finishes, furniture, and equipment with new	Manufacturer: Open Spec	Scope of Work. Replace cealing insulation throughout initiae building. Material: Fiberaless batt incidation. Inflaced. Inin. R-19	07210 THERMAL BATT INSULATION	FBC and Division 1 requirements apply to work of this section.	D7000 GENERAL	DIVISION 7 - THERMAL AND MODITURE PROTECTION
Protection: Protect adjacent finishes and materials, prepare surfaces, and apply materials in strict accordscore with manufacturers recommodations and instructions. Provide temporary barricades, WET PANIT sign, and protect all work and diry.		Duality Standards: All namt faishes must be evenly spread. Iree of runs, sacs	Application: Comply with mandactures: recommendations for intended application. All costs shall be thoroughly dry before applying succeeding costs.	Environmental Conditions: Do not apply paint to wet or damp materials,	Remove outlet covers, switch covers, signs, etc. as needed to provide a proper notalisation.	paint prefinished sized panels or factory-primed steel framing unless specifically indicated.	Excluded Work: Do not paint portinished items such as signs, hardware, identic nutleos, anodored duminum, plastic devices, or similar items. Do not	or primers as recommended by manufacturer. Paint all schnödals exposed work unless indicated otherwise. Surface mounted conduits, painets, piping, conduits, and similar items shall be painted to marich wall color and finish.	into the work. Do not proceed until samplets are approved, Execution, Verify material compatibility with substrates. Apply bonding agent	Interior Sample Panels: Interior sample panel size shall include portions of 2 walk at come; total size of each panel not fess than 4-0° high x 0-0° wode. Locate sample where directed. Unaccented panels may not be inconcerted.	autorout or paint completely removing dust, oil, rout, or other deleterious in receive paint, completely removing dust, oil, rout, or other deleterious materials.	Preparation, Intenor: Lightly sand materials if required to obtain proper	manufactures recommendations and reference standards prior to application of paint and costing materials.	Preparation, Cananati Proparty clean and prepare surfaces in accordance with	Binds, and other fictures or tumorings which instrines with paint finishes. Protect swriting materials during paint work with targualists or other suitable covers. Reinstall removed items and furniture, att, after completion of paint work.	Existing Conditions: Temporarily move furniture and equipment away from walls, remove electrical device cover plates, switch plates, curtains, window	Finish: Flat, eggshell, or semi-gloss, as selected by Owner,	Color: See Color Schedulle	mainmain, invols surveic unix Product: "Pue Performance" Manufacturer: PPG	Submittels: Provide product data and paint samples.	plant ocore of other wood stain tarshed time, knowle all looor and materials required for a complete and proper application of materials scheduled and specified.	09900 PAINTING General Paint existing interior particens, walks, world base, and train, Do not		Extra Materials: Deliver 5% extra stock of calpet tiles to Dwner upon completion.	Owner,	carpet. Faul Accentance: Clean and protect fresh floors until Mull accentiance by	existing capet and install replacement capet. Initial materials is accordance with mainfacturers instructions. Clean substrate flows and inpair unlines detects as required for a proper sestablistion of carpet tiles. Vacuum clean	Execution. Move existing furniture and equipment as needed to remove	Accessores: Provide cort, aluminum transition strip where abutting disserilar floor finishes.		Submittals: Provide product data and samples.	General: Replace carpet throughout existing building. Comply with referenced standards and manufacturers instructions, holdwel all babo, materials, and accessioner requires for a complete and proper installation.	09680 CARPET	Extra Materials: Deliver 5% extra VWB stock to Owner upon completion.	wherever possible.	wall finishes as may be needed to properly install adhetive and base in strict
						END OF SPECIFICATIONS	Include wring animisions, connections, etc., wit may be required to a complete and proper installation.	Relocate axisting hotures, devces, fan, etc. to new celling grid as indicated on the Reflected Criting Plan. Maintain potitions and alignments indicated.	Provide temporary supports for existing electrical work including light formers, devices, etc.	Coordinate with other trades during replacement of existing colling grid.	apply to work of this section.	Badamented Standards Bandwards of Duckson 1 NSC MERA NEMA and 10	DIVISION 16 - ELECTRICAL		indicated, Include duct extensions, connections, etc., as may be required for a complete and ennove installation.	Relocate existing diffusers, grillers, and registers to new ceiling grid as indicated on the Roflected Ceiling Plan, Maintain portitions and alignments	priores temptowery supports so existing interchanter yook including containes, grillers, and registers,	Coordinate with other trades during replacement of existing celling grid. Bunicle temporture executor for execting much work with a work including Alfreen	Scope of Wark	Mechanical Codes, OSHA, ASHRAE, AMCA, SMACNA, and UL apply to work of this section.	Polyan University (Networks) of Decision 1, Florida Plancing and	DIVISION 15 - MECHANICAL	Not Used	DIVISION 14 - CONVEYING SYSTEMS	Not Used	Not Used Owestow 13 - SPECIAL CONSTRUCTION	DRASION 12 - FURNISHINGS	Not Dead	Not Used	DEVISION 10 SPECIALIES		number, and order formula. A copy shall be bound into the Closeour Documents. A duplicate copy of this record shall be delivered to the Dwner at the end of the work.	Decumentation: Fronties a type of Ax-built frame and your commuter to even building. This record shall include the job name, job beation, date contractors name, the material manufacturer's name, product name, color name and	the project. Decommonistics: Brouids a broad &s Built Brief and Color Schweids her arch	Extra Materials: Deliver all extra paint materials to Dwner, providing not less than one gal, primary wall color and one gal, each for all other colors used on	Cleasup: Remove masking when treshed, Carenaly remove paint from materials not intended for paint finish. Clean and fouch-up as required.
SCALE 24 x 24 SCALE 11 x 17 N.15. MOJECT NUMBER 15-577			City of Naples Naples, Florida	for the	230 Riverside Circle	Services	Renovations to the															VP REAL PROPERTY AND	NOTE DRAWNING ARE NOT VALID UPLESS SHOWD AND STALLO BY DRAWN PROFESSIONAL IN ACCORDANCE WITH	AR 11947	01-15-15				ESTITUTION PLANTS DI-TS-14	ISSUE 00000000000000000000000000000000000	ISSUE & MIVEROW CATES	NAMES REMAIN A 1415	An Control and Annual Schwart	ARCHITECT MANNER	VICTOR J LATAVISH, AIA	

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated below in Exhibit B, which is attached and made part of this Agreement. The CITY is adding a separate \$8,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$89,282.00.

Retainage: (N/A) Not applicable to this Agreement.

	COST SCHEDULE	
(COMMUNITY SERVICES BUILDING INTERIOR	UPGRADE
Item	Description	Cost
1	Demolition And Removal Of Existing	\$ 5,934.00
2	Supply And Install Ceiling Grid, Insulation, Tile	28, 945,5
3	Supply And Install New Carpet And Wall Trim	22,074.2
4	Paint Interior	9,119,50
5	Other Items Not Included In Items 1-4	2,961.24
6	General Conditions	12,247.50
Total		\$ 81,282.0
En Na	mpany Name JIM DUFF4Coustmution PH 235.27 mil JIM @ JIM DUFF4 CONSTRUCTION. Com me and Title of individual completing this schedule: AMES P. DUFFY PRESIDENT inted Name) (Title) 3/3/16	

ATTACHMENT A - COST SCHEDULE

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples 735 Eighth Street South Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 - Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **President of the Jim Duffy Construction**, Inc., company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 30 _ day of MAnch , 2016.