

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

**Bid/Proposal No.**                    **17-024**

**Clerk Tracking No.**            2017-00077

**Project Name:**                    **Lowdermilk Park Pavilion Improvements**

THIS AGREEMENT (the "Agreement") is made and entered into this **14th day of June 2017** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Close Construction, LLC**, a Florida Limited Liability Company, located at: **301 N.W. 4<sup>th</sup> Avenue; Okeechobee, Florida 34972** (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. 17-024** 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 **Lowdermilk Park Pavilion Improvements** 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, registration, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. 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.

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 that 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 including those requirements set out in ARTICLE FIVE, below.

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the 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 that 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 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 **completed 30 days from the Notice to Proceed with an anticipated completion date of July 31, 2017. Project Close-out shall be performed within 30 days of the completion date.** 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 \$500.00 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 XXXX 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 **\$100,000.00 that includes a \$3,078.00 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.

#### **5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE**

**If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of**

**Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email:PublicRecordsRequests@naplesgov.com; Address: 735 8<sup>th</sup> Street S., Naples, Florida 34102; Mailing address: same as street address.**

**5.3 The CONTRACTOR shall:**

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**ARTICLE SIX  
INDEMNIFICATION**

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

**ARTICLE SEVEN  
INSURANCE**

7.1. 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 days 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:

Close Construction, LLC  
301 N.W. 4<sup>th</sup> Avenue  
Okeechobee, Florida 34972  
Attention: **Thomas C. Close**, President/Managing Member  
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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the 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 20<sup>th</sup> Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

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

#### **ARTICLE FIFTEEN APPLICABLE LAW**

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

**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*  
Patricia L. Rambosk, City Clerk



CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: *A. William Moss*  
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By: *Robert D. Pritt*  
Robert D. Pritt, City Attorney

CONTRACTOR:

*Sheryl Wells*  
Witness

*Sheryl Wells*  
Witness Printed Name

CONTRACTOR:

Close Construction, LLC  
301 N.W. 4<sup>th</sup> Avenue  
Okeechobee, Florida 34972  
Attention: **Thomas C. Close**  
President/Managing Member

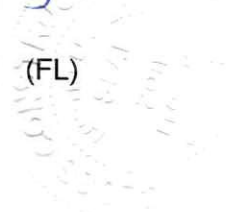
By: *Thomas C. Close*

Printed Name: Thomas C. Close

Title: President/Managing Member

FEI/EIN Number: On File  
A Florida Limited Liability Company (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.17-024, titled Lowdermilk Park Pavilion Improvements, all herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

## GENERAL REQUIREMENTS

### GENERAL REQUIREMENTS Lowdermilk Park Pavilion Improvements ITB No. 17-024

#### **Purpose**

This Invitation to Bid has been developed to solicit costs from firms proven to be qualified and experienced to complete construction improvement and painting for the Lowdermilk Park Pavilion in a timely and proficient manner.

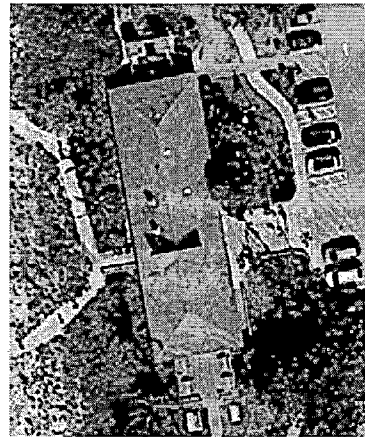
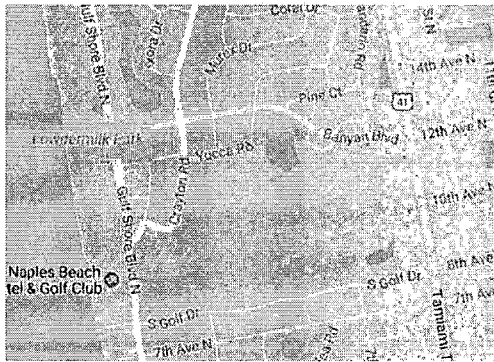
#### **Scope of Services**

The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with the project. The contract document shall consist of specifications and general conditions. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

#### **Location**

The project is for the improvements of Lowdermilk Park Pavilion located at 1301 Gulf Shore Boulevard, Naples FL 34102.

#### Location Map



#### **Award of Bid**

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

**Project Management**

Travis Delashmet of the Naples Community Services Department and/or his authorized representative will serve as the City's project manager.

**Pre-Construction Conference**

Schedule a pre-construction meeting with the city staff at least 14 days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

**Changes in The Work**

The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved. All changes in the work, notifications and contractor's request for information shall conform to the contract general condition requirements.

**Correction of Work**

The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative. The Contractor shall correct all defective work within three (3) working days of written notice. If the Contractor fails within three (3) working days after written notice to correct the defective work, or if the Contractor fails to perform the work in accordance with the Contract Documents, the Owner's Representative may correct and remedy any such deficiency, with the Contractor to bear all costs to correct the defective work.

**Observation of the Work**

The city staff may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The city staff shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The city staff will be afforded sufficient time to schedule visit to the site. Failure of the city staff to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.

**Pre-Construction Conference**

Schedule a pre-construction meeting with the city staff at least 14 days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

**Licenses**

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal.

**Permits and Regulations**

Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.

Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.

In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Owner's Representative shall determine which shall govern.

**Insurance**

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

**Protection of Work, Property and Person**

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

**Conduct**

The contractor and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples, and shall at all times be courteous to the public. Although uniforms are not required, proper clothing shall be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment shall be worn at all times.

**Contractor's Equipment**

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State standards while working on City, County, or State roads as a sub-contractor of the City.

**Disposal of Debris**

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws. During construction we will allow a dumpster to be on site "near" the pavilion.

**Scheduling of Work**

The City will not be closing the concession stand completely. The contractor will be responsible for keeping portions of the pavilion and concession serving window open at all times as well as allowing access to the showers and restrooms. Working at night will be permitted, the contractor will be required to obtain appropriate permit, and if working at night then the contractor will have the option to close Pavilion area to the public but the area will need to be safe to open to the public by 7AM the next morning.

**Time to Complete**

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 within 30 days from the Notice to Proceed. Project Close-out shall be performed within 30 days of completion.

**Payment Requests, Invoices and Work Reports**

Invoices shall be submitted after work is completed with a detailed description of the work performed. The successful bidder(s) will meet with Contract Manager and set up procedures prior to the start of work.

**Non-Performance**

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the Contractor until correction is made.

**Qualifications**

The Contractor shall be licensed with a minimum of three (3) years' experience the work being performed. All bidders shall provide, with their bid proposal, a list of at least three (3) commercial references. The City reserves the right to contact these as references, in order to determine the competency of the Contractor. In addition, the licenses and experience of the designated contact person shall be supplied at bid opening.

**Inspection**

The Contract Manager will make visits to the site at intervals appropriate to the various stages to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. Contract Manager may authorize minor variations from the requirements of the Contract Documents.

**Rejecting Defective Work**

The Project Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Parks & Parkways/Facilities Maintenance Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor immediately of unacceptable work. If work has been rejected, contractor shall correct all defective work within 3 days of notification. The contractor will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the contractor fails to perform the work in accordance

with the Contract Documents, the City may correct and remedy any such deficiency, with the contractor to bear all costs to correct the defective work.

### **Protection of Public and Private Property**

Contractor shall assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.

The contractor upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the Contract Manager. The contractor shall comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with the Contract Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

### **Protection of Overhead Utilities**

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

### **Protection of Underground Utilities**

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

### **Traffic Control**

Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of the City.



## PAINT SPECIFICATIONS

## Paint Specifications

Lowdermilk Park Pavilion Improvements

ITB No. 17-024

### Scope

The work will consist of providing labor and materials to complete the repainting of the Lowdermilk park concession/restroom/ pavilion area. All exterior walls and existing painted surfaces to be included. All preparations, painting, finishing work, clean up and related items necessary to complete work described in these specifications and listed in the remaining pages included within.

### Scope of Work

Without restricting the volume or generality of the above, the work to be performed shall include, but is not limited to the following:

1. Pressure washing all exposed surfaces to be painted.
2. Caulking of all exposed cracks and voids around doors, windows, and other areas as necessary.
3. Removal of all peeling paint and scraping or sanding to feather edges to an invisible transition
4. Priming of all wood doors, metal doors, and wood trim.
5. Prime all exposed exterior stucco, metal, and wood surfaces.
6. Patch all cracks as specified.
7. Paint all exposed exterior stucco, metal, and wood surfaces.
8. Paint all doors
9. Paint all gutters and downspouts.
10. Painting of any other exposed substrate not included in the above, which is presently coated with field applied paint.

### Exclusions:

- All light fixtures and utility equipment NOT previously painted.
- Walkways

### B. Materials

1. All materials specified are from The Sherwin-Williams Company. All paint shall be delivered to the job site in the original container with the manufacturer's label intact.
2. The paint shall be used as applied per label and data sheet instructions. The material shall not be thinned or modified in any way unless specified herein. Proper surface preparation and condition of the surface shall be strictly adhered to. All data sheets on specified materials are available from your local Sherwin-Williams representative or [www.paintdocs.com](http://www.paintdocs.com).

3. All paint and sundries at the job site shall be available for inspection at any time upon commencement of the job by the owner, Sherwin-Williams, or his representative.

### **Protection of Substrates Not to Be Painted**

1. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other methods during progress of work. The contractor will protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected are windows, brick, surrounding lawn, trees, shrubbery, floor, and steps. Upon completion of work, he/she shall remove all paint droppings and over spray from floors, glass, concrete, and other surfaces not specified to be painted.

### **Minimum Specifications**

1. If instructions in this specification, bid documents or painting schedule are at variance with the paint manufacturer's instructions or the applicable standard and codes listed, surfaces shall be prepared and paint applied to suit the higher standard, as determined by Sherwin-Williams, the customer or management representative.

### **Resolution of Conflicts**

1. Contractor shall be responsible to requesting prompt clarification when instructions are lacking, when conflicts occur in the specifications and/or paint manufacturer's literature, or the procedures specified are not clearly understood. Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval The City of Naples project Manager Travis Delashmet.

### **Coordination of Work**

1. The general contractor and subcontractor shall be responsible for coordination of his work with the other crafts and contractors working on the same job and with the City of Naples project Manager Travis Delashmet.

### **Jobsite Visitation**

1. The Contractor shall be responsible for visiting the job site and familiarizing himself with the job and working conditions.
2. All work during application is subject to inspection by The City of Naples project Manager Travis Delashmet

3. Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval from the City of Naples project manager.

### **Surface Preparation**

1. Each surface shall be cleaned and prepared as specified. The painting contractor is responsible for the finish of his work. Should any surface be found unsuitable to produce a proper paint or sealant finish, the project representative shall be notified, in writing, and no materials shall be applied until the unsuitable surfaces have been made satisfactory. Commencing of work in a specific area shall be construed as acceptance of surfaces and thereafter as fit and proper to receive finish. Contractor shall be fully responsible for satisfactory work.
2. All exterior surfaces to be painted shall be pressure cleaned to remove all dirt, mildew, chalk paint, and any foreign materials deterrent to the new finish (see Pressure Washing).
3. Seal and caulk all cracks around windows, doors, boards and joists using Sher-Max Urethanized Premium Elastomeric Sealant. All the caulking unable to perform for the length of the warranty period should be removed and replaced with caulking as specified. Allow caulking to cure for (8) eight hours in dry weather before paint is applied. NOTE: It is recommended to apply all primer first and then apply caulk before top coat is applied.
4. Knots and pitch streaks shall be scraped, sanded and spot primed before full priming coat is applied. All nail holes or small openings shall be caulked after priming coat is applied. Any loose or peeling paint should be removed by sanding and scraping. All hard, glossy surfaces should be sanded down to create a profile for new paint to adhere. Fill nail holes, imperfections and cracks with putty (color to match primer). Edges, corners and raised grain shall be eased by sanding. Caulk all joints between wood items with an approved caulk.
5. All stucco surfaces should be cleaned to remove all chalk, dirt, stains, efflorescence and other surface contaminants. These areas shall be pressure washed and scrubbed with a bleach and/or cleaning solution. Any areas of breakage shall be patched and dried before coatings are applied. Cracks should be repaired as follows: 1. Cracks less than ¼" wide should be filled using Sherwin-Williams Brush Grade Elastomeric Patch. 2. Cracks wider than ¼" should be cut and scraped to a "V" shape and filled with Sherwin-Williams Trowel Grade Elastomeric Patch.
6. All galvanized gutters and flashing should be thoroughly cleaned to remove loose and peeling paint. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.

7. All ferrous metals should be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with wire brush attachment. Any rust spots or bare metal should receive the appropriate prime coat. Any hard, glossy surfaces should be dulled. Previously painted hand rails in sound condition should be washed down with a strong detergent-type cleaner such as Krud-Kutter, M1-House Wash or Simple Green.

### **Pressure Washing & Surface Preparation**

1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale, and loose paint by water at pressures of 2500-3000 p.s.i. at a flow of 3-10 gallons per minute. Power tool clean per SSPC-SP3 to remove loose rust and mill scale. Hand tool clean per SSPC-SP2 to sand all glossy surfaces to promote adhesion.

2. Remove mildew per the following:

- a. Tools: Stiff brush or chemical injector power washer method.
- b. Mix a solution of 3 parts water to 1 part bleach.

***Important: Add the bleach to water only.***

- c. Use application methods described above until the surface is visibly wet.
- d. In confined areas, use a brush to apply the solution.
- e. After mildew spores have been destroyed and the stains bleached, rinse with clean water to thoroughly remove the bleach solution.

**Note:** If residue is left on the substrate problems may occur with the finish coat of paint.

- f. Allow substrate to dry completely before painting.

### **Application**

1. Contractor shall be responsible for notification of City's Representative before beginning work if conditions substantially exceed Scope of Work.
2. Only skilled mechanics shall be employed. Applications may be by brush, roller, or spray, upon acceptance from City.
3. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other method during progress of the work. Upon completion of work, he/she shall remove all paint and varnish spots from floors, glass and other surfaces. He shall remove from premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of work in a clean, orderly, and acceptable condition.

4. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.
5. Cover all electrical panel box covers and doors before painting walls. Omit if covers have been previously painted.
6. Materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple.
7. All coats shall be dry to manufacturer's instructions before applying succeeding coats.
8. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage (regardless of amount of coats specified).
9. All suction spots or "hot spots" in plaster or cement after application of first coat shall be touched up before applying second coat.
10. When spray painting is specified, contractor shall finish 100 square feet by spraying a sample of finish upon request of Owner. This shall be finished with materials specified and shall be called a Pilot Wall.
11. Exterior doors shall have tops, bottoms, and side edges finished same as exterior faces of doors.
12. Building by building inspections will be made by the Owner or his representative. Sherwin-Williams will provide periodic site visits for the purpose of extending the material warranty.
13. All repairs, replacements, and applications are to meet or exceed all manufacturer's and attached specifications and all applicable codes.

### **Workmanship & Application Conditions**

1. Keep surfaces dust, dirt, and debris free before and during painting.
2. Execute work in accordance with label directions. Coating application shall be made in conformance to this specification and to the manufacturer's paint instruction on the labels and product data sheets.
3. All work shall be accomplished by skilled workman familiar with and trained to do this type of work and they shall be further qualified to operate or use the equipment or rigging needed to accomplish this work.
4. All shrubbery, outside carpeting, and sprinkler systems shall be fully protected against damage during each stage of the painting project.
5. Paint all previously painted surfaces to include but not be limited to; utilities and phone boxes (if allowed by local utility companies), ground transformers, electrical boxes (meter boxes and A/C main disconnects), and underside of balconies railings, gutters and down spouts.

6. All exterior substrates designated not to receive paint coatings shall be kept free of paint residue, i.e. windows, outdoor carpeting, walkways, etc.
7. Owner shall provide water and electricity from existing facilities.
8. Normal safety and "wet paint" signs, necessary lighting and temporary roping off around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.
9. A progress schedule shall be furnished by the contractor for approval and shall be based on the contract completion date. Contractor shall advise the City of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the Owner to prepare for the work, advise tenants, move vehicles, etc.
10. Do not paint over any code required labels or any equipment identification, performance rating, name or nomenclature plates.

### **Weather**

1. Surfaces must be clean and moisture free. Prime and paint as soon as possible. No painting shall be done immediately after a rain or foggy weather, or when the temperature is below 50 degrees F. substrate temperature must be 5 degrees F., or more above dew point temperature while painting and during coatings cure. Avoid painting surfaces while they are exposed to a full hot sun.
2. Stop exterior painting early enough to permit paint film to set up before condensation occurs (as caused by night temperature drops).

### **Color Schedule**

1. To be approved by the City of Naples Project Manager.

### **Warranty**

1. In accordance with the attached specification and painting systems, The Sherwin-Williams Company will issue a material warranty based upon product defect. A sample is available upon request.

This specification has been written for the purpose of identifying the products and procedures to be followed based upon the scope of work herein defined. A preliminary visual inspection was performed prior to the writing of these specifications. However, the inspection and these specifications do not necessarily encompass certain conditions and/or inherent problems that may exist in the building structure. These conditions may be, but are not limited to: faulty roof or window structures, stucco and/or masonry degradation, loose railing stanchions and/or any other existing conditions which may directly or indirectly affect the adhesion and performance of any newly applied coating

system. Therefore, it may be necessary to solicit the expertise of an engineer to determine any additional remedies to be implemented in conjunction with these specifications. The Sherwin-Williams Company has prepared this specification.

### ***General Requirements***

- A. Paint contract and conditions will be attached and become part of this specification and will be binding in every aspect.
- B. General conditions of the American Institute of Architects latest edition will be part of this specification.

### ***Contractor's Responsibilities***

- A. Contractor will comply with all local licensing and registration regulations in accordance to which every County the work is to be performed in.
- B. Contractor will provide insurance certificate and maintain coverage for the length needed to complete the project. (i.e. Bodily Injury, Property and Auto Damage, and Worker's Compensation)
- C. Job site will be neat and organized throughout the length of the work to be done.
- D. All OSHA regulations will be complied with.
- E. All permits required are the responsibility of the Contractor.
- F. Contractor shall provide materials, equipment, labor, transportation and all services needed for completion of all work specified or contracted.
- G. ALL workers are to be skilled, familiar and trained for the work being contracted.
- H. Painting Contractor will review all work to be done with the appropriate project representative to try and avoid misunderstandings.
- I. Painting Contractor will submit a "Partial Release of Lien" from Sherwin Williams prior to the time of each draw and a "Full Release of Lien" at the time of final payment.
- J. Painting Contractor agrees not to subcontract any portion of contract work unless owner has given written approval. All warranties will be voided if Contractor subcontracts any portion of the work without owner's written permission.
- K. It is the Contractor's responsibility to read and understand all manufacture's product literature, specifications, instructions and data being used.

### ***Owner's Responsibilities***

- A. The City of Naples project Manager will provide free access to all areas of the project that maybe otherwise restricted, such as roof access, elevators and agreed areas for storage.



- B. The City of Naples project Manager will be responsible for providing free and adequate accessibility to all areas that are to be painted (i.e. cutting plants and shrubs back and moving automobiles at Contractor's request.
- C. The City of Naples project Manager will provide electricity and water from existing facilities. Contractor will pay for any modifications on either water or electricity that are needed and then put back into original condition.

## Recommended Coatings Systems

Thank you for the submittal of Sherwin-Williams products on the above referenced project. The Sherwin-Williams Co. certifies that the products we intend to furnish will meet or exceed the performance requirements of the job specifications.

Surface preparation, application methods, spreading rates, wet and dry film thicknesses will be determined by the attached specifications and our material data sheets, available at [www.sherwin-williams.com](http://www.sherwin-williams.com), except as noted below.

All surface contamination, such as mildew, chalk, grease, dirt, grime, rust, efflorescence, old loose peeling paint, rotten wood and hard glossy surfaces needs to be removed by pressure washing, prep work and hand tool clean, before a new coating system can be applied. Be sure to read and follow the *Data Pages* before application.

Minimum recommended surface preparation:

- SSPC-SP1 Remove all oil, grease, chalk and other surface contamination
- SSPC-SP2 Remove all rotten wood, peeling paint and rust

**Caulking / Sealant:** Conseal Elastomeric Patch and Sher-Max Urethanized Premium Elastomeric Sealant

### **Stucco Masonry Surfaces**

#### **Crack Repair:**

Identify all cracks in the existing substrates and repair per manufacturer's recommendation

- A. For hairline cracks 1/16 inch or less wide - seal with Conseal Elastomeric Patch
- B. For cracks larger than 1/16 inch, route the crack open to a uniform size by mechanical methods. Clean out crack with water and allow to completely dry. Apply a fresh bead of Stampede Urethane Sealant per the specifications. Be sure to feather edge the sealant beyond the edge of the crack.

### **Stucco Masonry and Wood Surfaces Paint**

- A. Prime Coat: Loxon Conditioner Sealer
- B. Finish Coat: Super paint Exterior Emerald Satin (10yr)

### **Aluminum Fascia, Soffit, Gutters, Downspouts, and Garage Doors**

- A. Spot Prime: Loxon Conditioner Sealer
- B. Finish Coat: Super Paint Exterior Satin Coating

## WOOD TRUSSES AND STRUCTURAL SPECIFICATIONS

### Wood Trusses and Structural Specifications

Lowdermilk Park Pavilion Improvements

ITB No. 17-024

#### GENERAL STRUCTURAL NOTES from attached plans

**General:** details and sections shown on the drawings are typical and apply to similar situations elsewhere, except as otherwise indicated. Adapt requirements of details, sections, plans, and notes at locations where conditions are similar.

**Code Requirements:** Florida building Code 5th Edition (2014).

**Temporary Conditions:** The structural integrity of the completed structure depends on interaction of various connected components. Provide adequate bracing, shoring, and other temporary supports as required to safely complete the work. The structure shown on the drawings has been designed for stability under final configuration only.

**Existing Conditions:** All existing conditions, dimensions and elevations shall be field verified. The contractor shall notify the engineer of any significant discrepancies from conditions shown on the drawings.

**Existing Structure:** Information shown for the existing structure on these drawings was taken from a site visit on February 22, 2017. The contractor shall verify the conditions relating to the existing structure and notify the engineer immediately of any discrepancies or conflicts.

**Design Criteria:** Design was based on strength and deflection criteria of the florida building code. In addition to the dead loads, the following loads and allowables were used for design:

- ROOF: 20 PSF LL 30 PSF SDL
- WIND: RISK CATEGORY II
- ULTIMATE DESIGN WIND SPEED 165 MPH
- NOMINAL DESIGN WIND SPEED 129 MPH
- WIND DIRECTIONALITY FACTOR 0.85
- EXPOSURE CATEGORY D
- TOPOGRAPHIC FACTOR 1.0
- GUST EFFECT FACTOR 0.85
- ENCLOSURE CLASSIFICATION OPEN
- INTERNAL PRESSURE COEFFICIENT 0.0

**Wood trusses:** Truss members and components shall not be cut, notched, drilled, spliced or altered without signed and sealed written approval from the engineer.

**Plywood:** Sheathing, exposure 1, of the thickness and span rating shown on the drawings.

**Screws and Bolts:** All screws and bolts shall be stainless steel, unless noted otherwise. Thru bolts shall be 316 stainless steel with nuts and washers to match.

**Wood framing connectors:** framing accessories and structural fasteners shall be manufactured by Simpson Company (or approved equal) and of the size and type shown on the drawings. Hangers not shown shall be Simpson HU of size recommended for member. All connectors shall be Simpson z-max coating minimum. Unless shown otherwise, install maximum size and number of fasteners shown in latest Simpson catalog. All metal connections that are to remain shall be cut even with truss and cleaned of all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter. The surface preparation shall follow Sspc-sp2 and/or sspc-sp3.

**Paint:** Structure to be re-painted. Paint type and color to be picked by city.





Consultants:



SEAL

John T. Linn, P.E.  
 Registration No. 118647  
 State of Florida

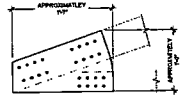
LOWDERMILK PARK  
 1301 GULF SHORE BLVD N  
 NAPLES, FL 34102

REV.	DATE	DESCRIPTION

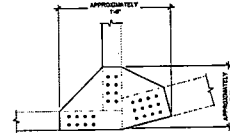
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 SHEET TITLE:

DETAIL SHEET

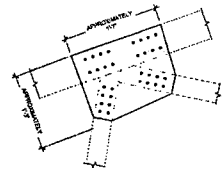
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**S2.0**



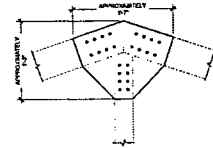
3 RETROFIT GUSSET PLATE  
 SCALE: 1/2" = 1'-0"



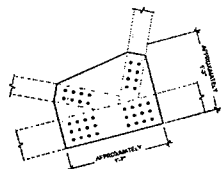
4 RETROFIT GUSSET PLATE  
 SCALE: 1/2" = 1'-0"



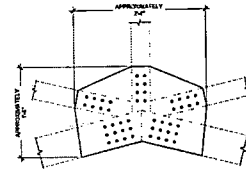
1 RETROFIT GUSSET PLATE  
 SCALE: 1/2" = 1'-0"



2 RETROFIT GUSSET PLATE  
 SCALE: 1/2" = 1'-0"



5 RETROFIT GUSSET PLATE  
 SCALE: 1/2" = 1'-0"



6 RETROFIT GUSSET PLATE  
 SCALE: 1/2" = 1'-0"

- NOTE:
1. CUT PILES PLATED TO BE EXPOSED TO AIR.
  2. CUT PILES PLATED WITH LACROSE BUILT COVER BY WEST SUPPLY CHEMICAL CO. OF EQUIVALENT AFTER CLEANING.
  3. RETROFIT GUSSET PLATES TO BE 1/2" THICK GRADE PLYWOOD.
  4. SCREWS TO BE 2" x 1/4" x 1/4" (EDGE DISTANCE TO BE 1/2", AND SPACING TO BE 2" PER SIDE).

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 1**

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
<b>05/12/17</b>	<b>Lowdermilk Park Pavilion Improvements</b>	<b>17-024</b>	<b>5/23/2017 2:00PM</b>

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation:

*"The hurricane strap replacements are to be done on all "exposed" surfaces. The straps within the inside of the bathroom/concession stand walls will not be changed out. The press plate boxing of the trusses is only to take place in the "exposed" areas as well bathroom/concession stand areas are not to be touched. Painting to be the exterior of the structure only and does not to include the interior bathrooms/ concession stand area."*

The following is an answer to written submitted question:

1) I found one area on the prints that states 1/4" x 1 1/2", but that will not account for 24000 SDS screws. Are all the SDS screws 1/4" x 1 1/2"?

**ANSWERS:** The 24,000 number on the material would include the screws (1/4"x 2") to attach the plywood gusset plates to the trusses as well as the 1/4"x 1-1/2" screws to attach LGT3Z to all truss Girders.

**Exhibit A – Pre-Bid Attendees List**

**IMPORTANT MESSAGE**

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.



**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 an additional \$2,578.00 to the stated \$500.00 Cost Schedule amount for a total \$3,078.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$100,000.00.

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

COST SCHEDULE				
Lowden/Ex Past Pavilion Improvements				
ITB No. 17-024				
Improvements	Item	Estimated Quantity	Unit Cost	Total
<b>Materials</b>				
	Simpson H10A-22x10AZ	204	\$1.00	\$204.00
	Simpson LGT3	8	\$25.00	\$200.00
	10x11-1/2 oak	4000	5.00	\$20,000.00
	5/8" Marine Grade Plywood - 4x8 Sheets	325	\$43.50	\$14,137.50
	308 Screws	24000	6.25	\$150,000.00
	5/8 Thin Bolt w/ Nuts & Washers	92	\$25.00	\$2,300.00
	Paint - 5 Gal Bucket	10	\$200.00	\$2,000.00
<b>Labor</b>				
	Mobilization	Lump sum	\$5,000.00	\$5,000.00
	Remove/Replace Tube Connector	Lump sum	\$1,000.00	\$1,000.00
	Remove/Replace Thrubolts	Lump sum	\$1,000.00	\$1,000.00
	Clean Press Plates	Lump sum	\$1,500.00	\$1,500.00
	Attach new Gusset Plates	Lump sum	\$2,500.00	\$2,500.00
	Paint	Lump sum	\$2,000.00	\$2,000.00
	Demobilization	Lump sum	\$2,500.00	\$2,500.00
	General Conditions			\$2,000.00
	Contingency			\$500.00
<b>Grand Total</b>				<b>\$211,937.50</b>

\*See Recommended Coatings Systems on Bid document page 34

**Company Name:** Close Construction, LLC

**EIN:** 45-2705809

**Email:** danny@closeconstruction.us

**Name and Title of individual completing this schedule:**  
Thomas C. Close President/Managing Member  
 (Printed Name) (Title)

X [Signature] 5/31/2017  
 (Signature) (Date)

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES \_\_\_ NO X  
 If "yes," please indicate payment options on the below sheet.

Payment Options	YES	NO	RECEIPT REQUIRED FOR EARLY PAYMENT
Is there a discount for credit card payment?			
Is there an add'l charge for credit card payment?			
Discount for early payment?			
Final payment term: ___ % ___ Days; Net 30 Days			

**END OF EXHIBIT B**

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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/Managing Member of the Close Construction, LLC**, 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 7<sup>th</sup> day of June, 2017.

By:   
Thomas C. Close, President/Managing Mbr.