

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

**Cover Sheet**

NOTIFICATION DATE: <b>5/02/2017</b>	TITLE <b>Lowdermilk Park Pavilion Improvements</b>	SOLICITATION NUMBER: <b>17-024</b>	OPENING DATE & TIME: <b>5/23/2017 2:00 PM</b>
<b>PRE-BID CONFERENCE DATE, TIME AND LOCATION:</b> Non-mandatory Pre-Bid Meeting May 10, 2017; 10:00 AM local time at Lowdermilk Park, 1301 Gulf Shore Blvd., Naples FL 34102			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:
AUTHORIZED SIGNATURE	DATE
PRINTED NAME/TITLE	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

**FEI/EIN Number** \_\_\_\_\_

Please initial by all that apply  
 I acknowledge receipt/ review of the following addendum

\_\_\_\_\_ Addendum #1     
 \_\_\_\_\_ Addendum #2     
 \_\_\_\_\_ Addendum #3     
 \_\_\_\_\_ Addendum #4

**PLEASE NOTE THE FOLLOWING**

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with solicitation number & opening date.**
- > All submissions must be received and date stamped by Purchasing staff prior to the above "**OPENING DATE & TIME**".
- > Submission received after the above opening date and time will not be accepted.
- > Evaluation scores will be available on the City of Naples web site [www.naplesgov.com](http://www.naplesgov.com) . **If you do not have computer access and want a copy of the evaluation scores, please enclose a stamped, self-addressed envelope with your bid.**

## GENERAL CONDITIONS

**TO INSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

**1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**2. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.

**3. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

**4. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.

**5. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.

**6. PRICES, TERMS and PAYMENT:** Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

**A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

**B. MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

**C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

**E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.

**F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing

invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

**7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

**8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

**9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

**10. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

**11. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

**12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

**13. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

**14. SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your

proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

**15. PROPOSAL PROTEST:** The city has formal proposal protest procedures that are available on request.

**16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

**17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

**18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

**19. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

**20. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**21. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

**22. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

**23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

**24. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a



proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**26. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

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

**IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**28. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

**29. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

**30. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

**31. RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

**32. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

**33. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**34. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

**35. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

**36. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

**38. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

**39. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

**40. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

**41. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

**42. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

**43. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

**45. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

**46. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

**47. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.

**48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

**49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

**50. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used

shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**51. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

**52. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

**53. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

**54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**

## 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 solicitation 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.

**STATEMENT OF NO BID**

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105

Bid # \_\_\_\_\_ and Description: \_\_\_\_\_

We, the undersigned, decline to bid on the above project for the following reason(s):

- \_\_\_ We are not able to respond to the Invitation to Bid by the specified deadline.
- \_\_\_ Our Company does not offer this product or service.
- \_\_\_ Our current work schedule will not permit us to perform the required services.
- \_\_\_ Specifications are incomplete or information is unclear (Please explain below).

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ Other (Please specify below)

\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

PH \_\_\_\_\_ Email \_\_\_\_\_

Name and Title of individual completing this form:

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

**REFERENCES**

**THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID**

**PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**Submitting Vendor Name:** \_\_\_\_\_

**CONSTRUCTION**  
**SPECIAL CONDITIONS**

A. **TERMS OF CONTRACT**

The resulting contract will commence on award and be in effect until completion of the project. 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, work will be performed and completed within 30 days from the Notice to Proceed. Project close-out shall be performed within 30 days of completion. Should contractor fail to complete the project within this timeframe, daily liquidated damages in an amount of \$500.00 per day will be assessed.

B. **PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. **REFERENCES**

Bidder must submit a minimum of three references on the form provided. Additionally, a signed and dated IRS W-9 form with EIN is required from all vendors. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

D. **STATEMENT OF NO BID**

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

E. **BID FORMAT**

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an "or equal" item is proposed, Proposer must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Proposal Date for evaluation as an acceptable substitution or an "or equal" item. If the substitution or the "or equal" item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the "or equal" item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or "or equal" equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

F. **BID SECURITY / BID BOND**

It is the policy of the City of Naples to require a Bid Bond for all construction-related sealed bids estimated to be in excess of \$100,000. A bid bond or equivalent financial security in the amount of five (5) percent of the bid price shall be required and must accompany all bids. The Bid Bond is to be provided by a surety company authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the invitation for bids requires a bid bond, noncompliance will result in rejection of the bid.



Note that failure or refusal of the awarded bidder to enter into a contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

G. PROPOSAL CONSTRUCTION PERFORMANCE & PAYMENT BONDS

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract.

The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

H. QUESTIONS

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.

Direct all questions to:  
Gerald "Jed" Secory, MBA / CPPO / CPM  
Purchasing Manager  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
PH: (239) 213-7102 FX: (239) 213-7105  
[jsecory@naplesgov.com](mailto:jsecory@naplesgov.com)

## SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> <li>Submit one (1) original signature and one (1) copy of your original bid / document AND a Windows© compatible PDF of the original document on a CD or Flash / Thumb Drive that is clearly labeled.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any delivery information.</li> </ul>	NA
<ul style="list-style-type: none"> <li>Mandatory FORMS from this document to be included are: <u>Cover Sheet</u>, <u>References Sheet</u>, <u>Submission Checklist Sheet</u>, IRS <u>W-9</u> (Dec 2014) and <u>Cost Schedule</u>.</li> </ul>	
<ul style="list-style-type: none"> <li>Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addenda initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor.</li> </ul>	
<ul style="list-style-type: none"> <li>Bid document needs to be received by the OPENING DATE &amp; TIME indicated on the Cover Sheet. The mailing envelope must be addressed to:  <div style="text-align: center;">                     City of Naples                      Purchasing Division                      735 8<sup>th</sup> Street South                      Naples, Florida 34102                 </div> </li> </ul>	
<p style="text-align: center;">The mailing envelope should be sealed and marked with:</p> <p>Number:           17-024                      Title:             Lowdermilk Park Pavilion Improvements                      Opening Date:   5/23/2017</p>	

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: \_\_\_\_\_

*At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.*

**W-9 FORM MUST BE COMPLETED AND RETURNED WITH BID**

**Fillable Form can also be downloaded at**  
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>											
				-			-				

**or**

<b>Employer identification number</b>										
				-						

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**City of Naples FL**  
Invitation to Bid No. 17-024  
**Lowdermilk Park Pavilion Improvements**

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**COST SCHEDULE**

<b>COST SCHEDULE</b>				
Lowdermilk Park Pavilion Improvements ITB No. 17-024				
<b>Improvements</b>	<b>Item</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
<b>Materials</b>				
	Simpson H10A-2Z/H10AZ	204	\$	\$
	Simpson LGT3	8	\$	\$
	10dx1-1/2 nail	4000	\$	\$
	5/8" Marine Grade Plywood - 4x8 Sheets	225	\$	\$
	SDS Screws	24000	\$	\$
	SS Thru Bolt w/ Nuts & Washers	92	\$	\$
	Paint - 5 Gal. Bucket *	10	\$	\$
<b>Labor</b>				
	Mobilization	Lump sum	\$	\$
	Remove/Replace Truss Connector	Lump sum	\$	\$
	Remove/Replace ThruBolts	Lump sum	\$	\$
	Clean Press Plates	Lump sum	\$	\$
	Attach new Gusset Plates	Lump sum	\$	\$
	Paint *	Lump sum	\$	\$
	Demobilization	Lump sum	\$	\$
	General Conditions			\$
	Contingency			\$
<b>Grand Total</b>				\$

\*See Recommended Coatings Systems on Bid document page 34

**Company Name:** \_\_\_\_\_

**EIN:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name and Title of individual completing this schedule:**

\_\_\_\_\_  
**(Printed Name)** **(Title)**

**X** \_\_\_\_\_  
**(Signature)** **(Date)**

<p>This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES___ NO___                  If "yes," please indicate payment options on the below chart.</p>			
Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: ___% ___Days; Net 30 Days			



## 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

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.



**GENERAL STRUCTURAL NOTES**

**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:** PLYWOOD SHALL CONFORM TO THE REQUIREMENTS OF 'U.S. PRODUCT STANDARD PS-1 FOR CONSTRUCTION AND INDUSTRIAL PLYWOOD' OR APA PRP-108 PERFORMANCE STANDARDS. UNLESS OTHERWISE NOTED, PANELS SHALL BE APA RATED SHEATHING, EXPOSURE 1, OF THE THICKNESS AND SPAN RATING SHOWN ON THE DRAWINGS.

ATTACH PLYWOOD PANELS TO SUPPORTING MEMBERS WITH 1/4" DIA x 2" SIMPSON SDS SCREWS. 1 1/2" MINIMUM END DISTANCE AND 1" MINIMUM EDGE DISTANCE. SPACING TO BE 3" PER SIDE (1 1/2" STAGGERED ON OPPOSITE SIDES).

**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.

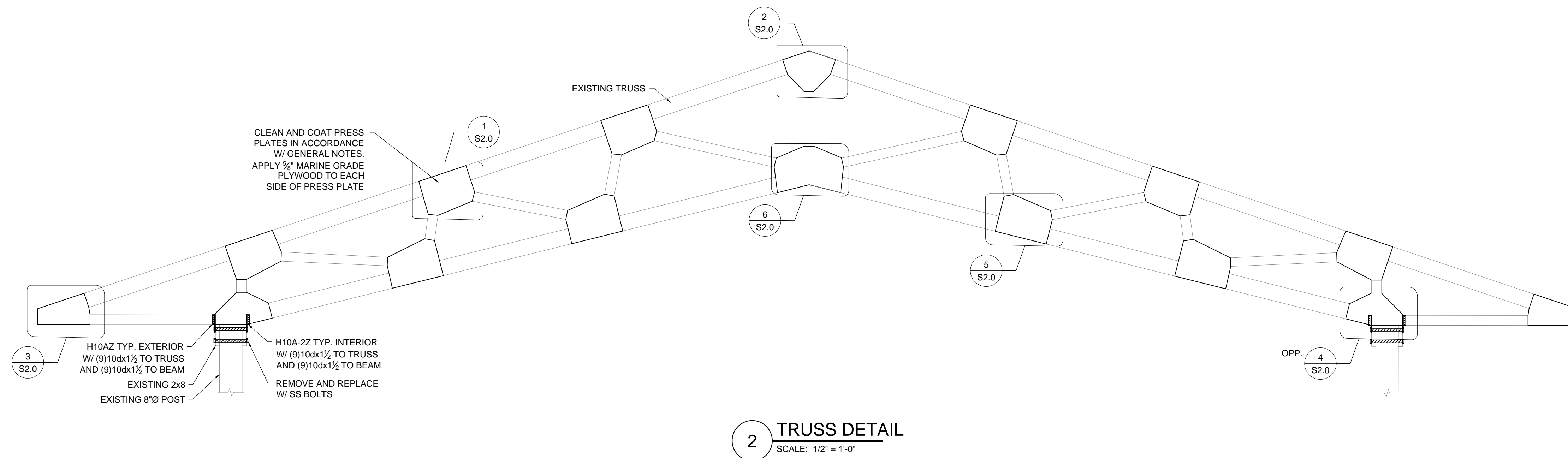
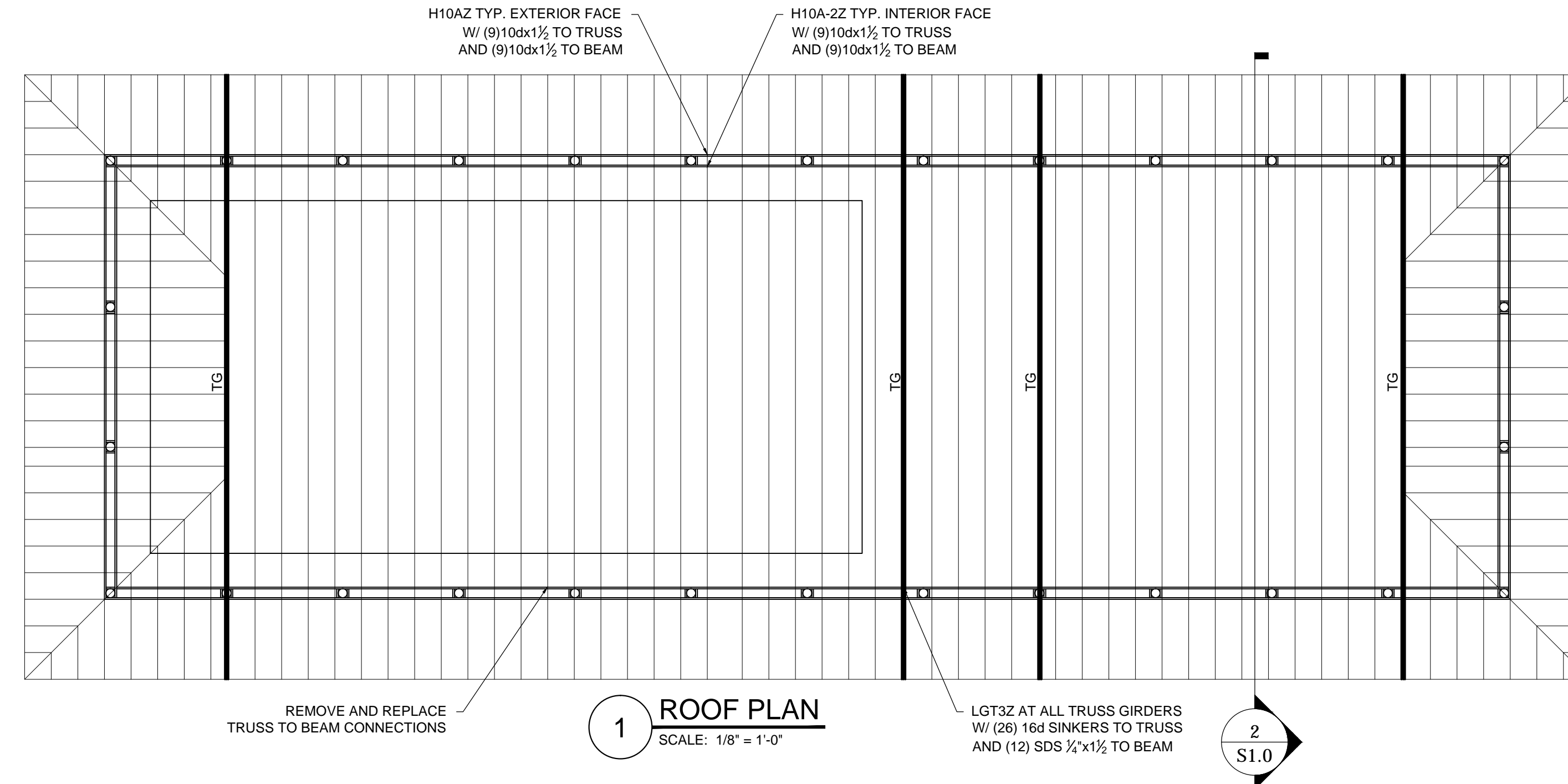
ALL METAL CONNECTIONS THAT ARE TO REMAIN SHALL BE CUT EVEN WITH TRUSS AND CLEANED OF ALL LOOSE MILL SCALE, LOOSE RUST, LOOSE PAINT, AND OTHER LOOSE DETRIMENTAL FOREIGN MATTER. THE SURFACE PREPERATION SHALL FOLLOW SSPC-SP2 AND/OR SSPC-SP3.

**PAINT:** STRUCTURE TO BE RE-PAINTED. PAINT TYPE AND COLOR TO BE PICKED BY CITY.

**PLAN DOCUMENTS**



Consultants:



SEAL

James T. Lange, P.E.  
Reg.# 62694  
Date: Apr 04, 2017  
TKW Job.# 15906.07

**LOWDERMILK PARK**  
1301 GULF SHORE BLVD N  
NAPLES, FL 34102

REV. NO.	DATE	DESCRIPTION
ISSUED DATE:	04-04-17	
DRAWN BY:	CCM	
CHECKED BY:	JTL	
SCALE:	VARIABLES	
JOB NO.:	15906.07	

Sheet Title:

**ROOF PLAN**

DRAWING  
**S1.0**



Consultants:



SEAL

James T. Lange, P.E.  
Reg.# 62694  
Date: Apr 04, 2017  
TKW Job.# 15906.07

LOWDERMILK PARK  
1301 GULF SHORE BLVD N  
NAPLES, FL 34102

REV. NO.	DATE	DESCRIPTION

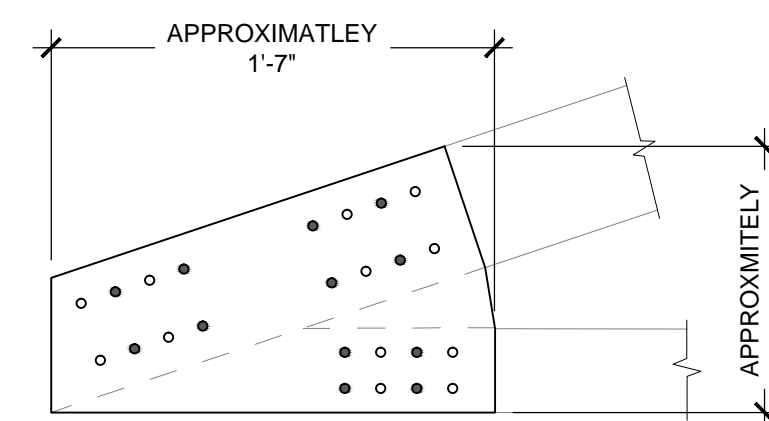
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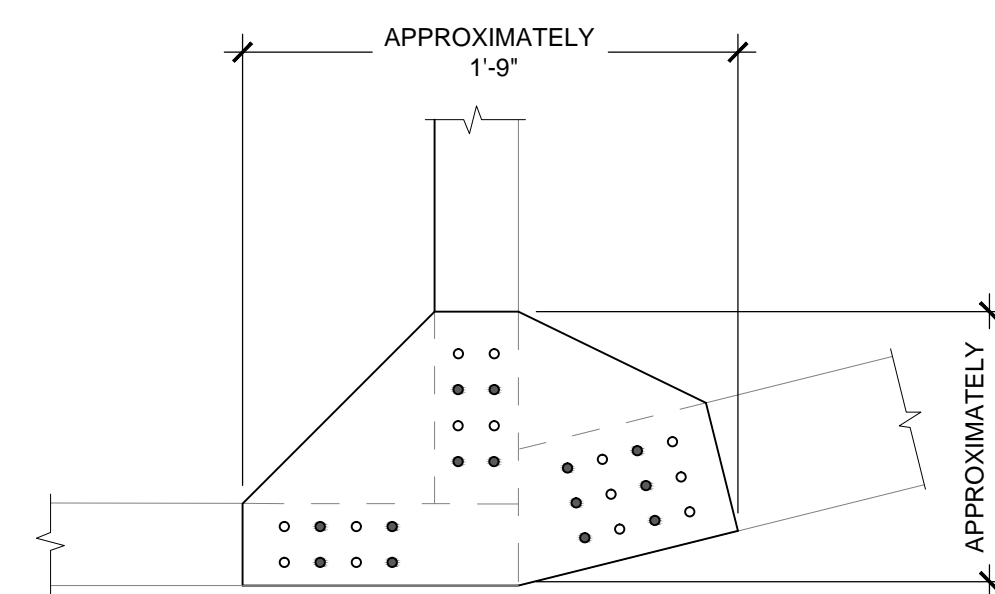
DETAIL SHEET

DRAWING

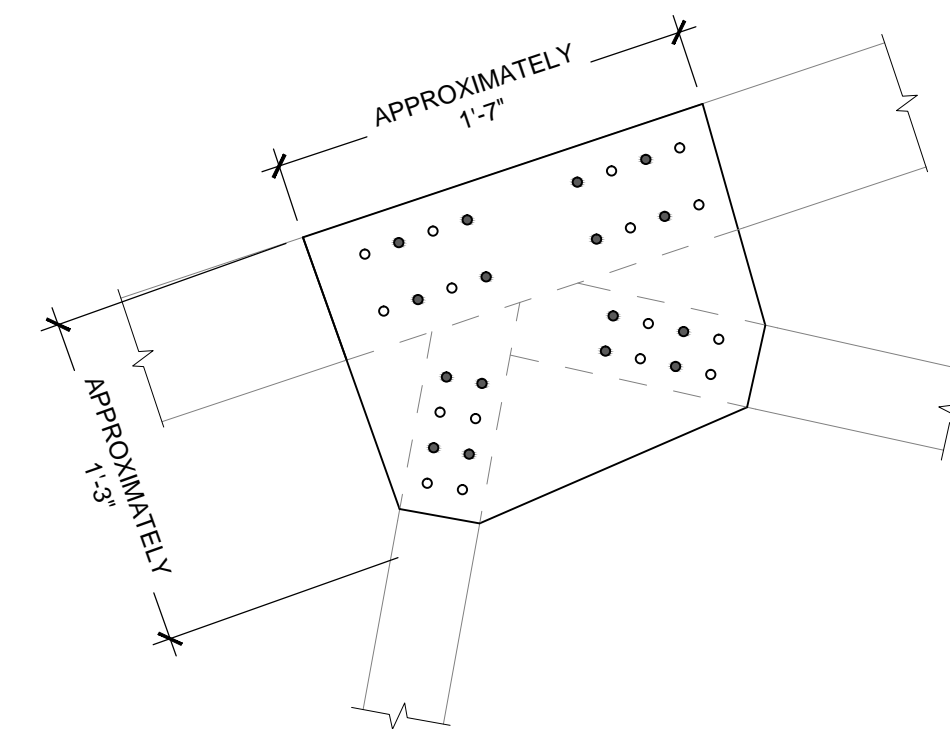
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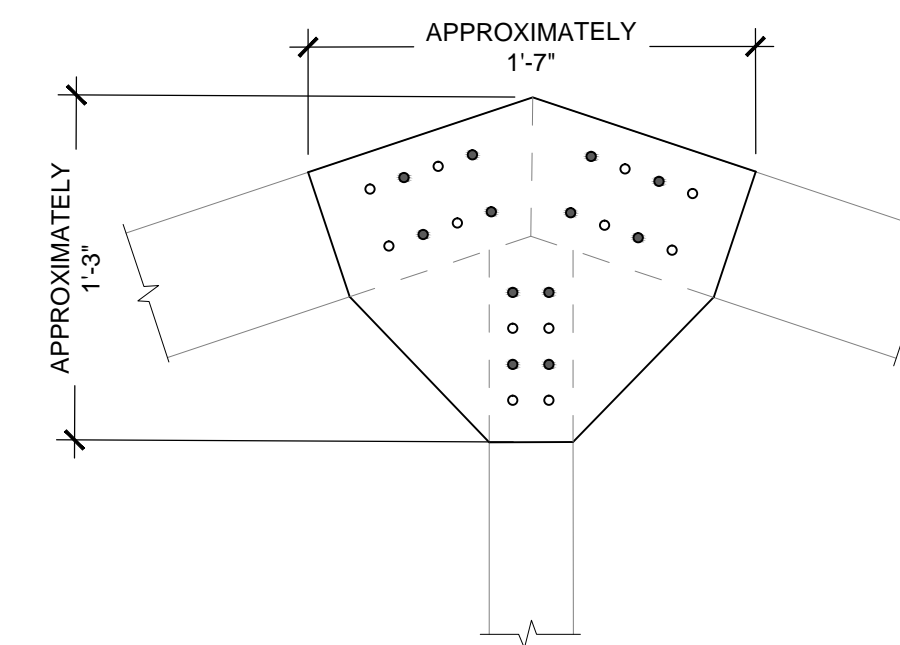
**3** RETROFIT GUSSET PLATE  
SCALE: 1 1/2" = 1'-0"



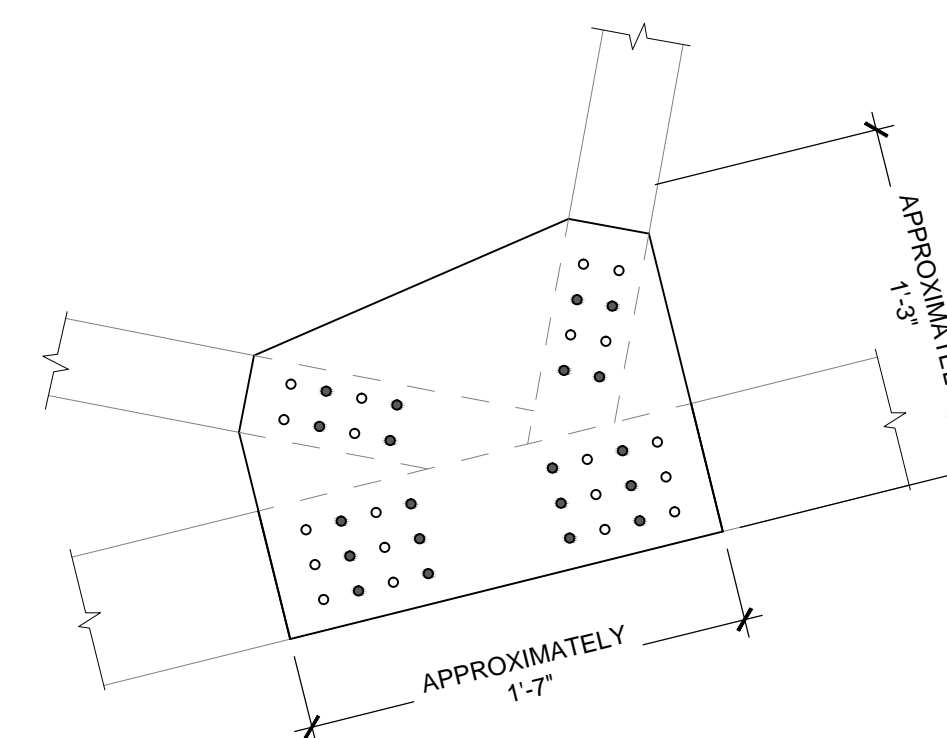
**4** RETROFIT GUSSET PLATE  
SCALE: 1 1/2" = 1'-0"



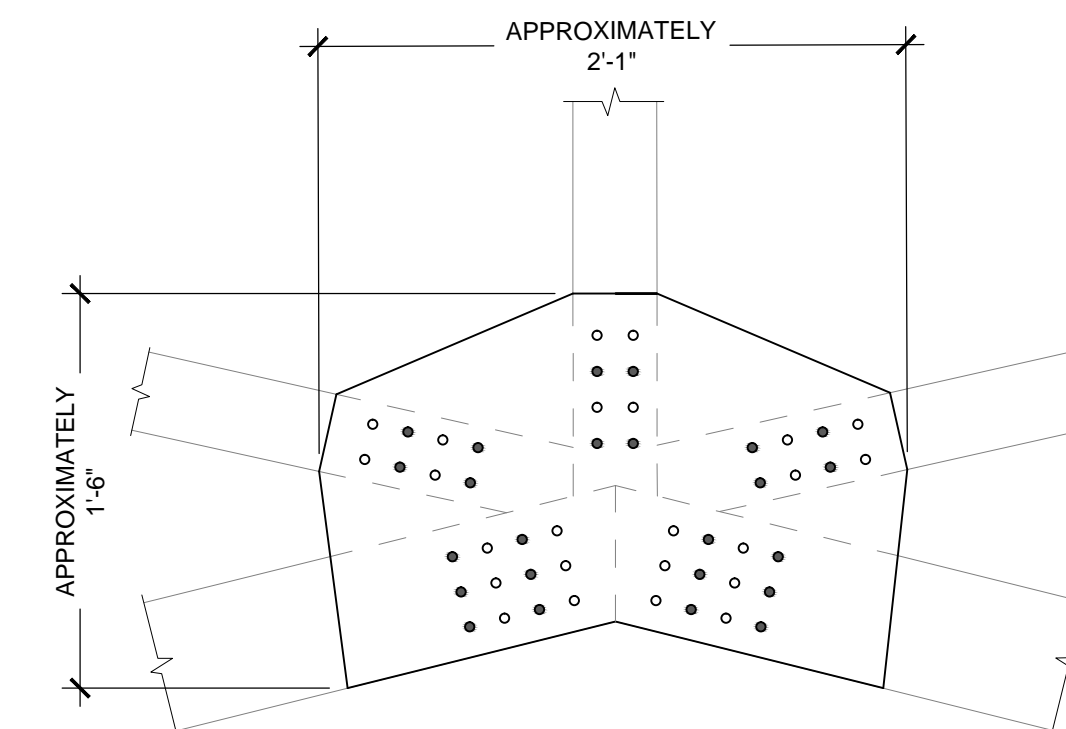
**1** RETROFIT GUSSET PLATE  
SCALE: 1 1/2" = 1'-0"



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



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



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

NOTE:

1. CUT PRESS PLATES TO BE EVEN WITH TRUSS.
2. COAT PRESS PLATES WITH BLACKSTAR RUST CONVERTER BY BEST SUPPLY CHEMICAL CO. OR EQUIVALENT AFTER CLEANING.
3. RETROFIT GUSSET PLATES TO BE 3/8" MARINE GRADE PLYWOOD.
4. SCREWS TO BE 1/2"x2" SS. MIN. EDGE DISTANCE TO BE 1", MIN END DISTANCE TO BE 1 1/2", AND MIN SPACING TO BE 3" PER SIDE.