

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 057-12

Contract No. 12-00072

Project Name Construction of Recycle Transfer Station

THIS AGREEMENT (the "Agreement") is made and entered into this **November 14, 2012**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Brooks & Freund LLC**, a Florida corporation, **5661 Independence Circle, Suite 1, Fort Myers, FL 33912**, (the "CONTRACTOR").

WITNESSETH:

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

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

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

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

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **the construction of the City of Naples Recycling Transfer Facility**, and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

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

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and

responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

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

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

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

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

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

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project

Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

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

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

2.2. The Project Coordinator shall:

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

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and **completed 365 days from the notice to proceed. Liquidated damages will be assessed at \$500.00 per day should contractor fail to meet the schedule.** Time is of the essence with respect to the performance of this Agreement.

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

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

right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

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

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall be **\$2,954,655.92** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

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

ARTICLE SIX INDEMNIFICATION

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

ARTICLE SEVEN INSURANCE

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

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior

written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

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

ARTICLE TEN TERMINATION OR SUSPENSION

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

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

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

ARTICLE ELEVEN CONFLICT OF INTEREST

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

**ARTICLE TWELVE
MODIFICATION**

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

**ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD**

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

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

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

Brooks & Freund LLC
5661 Independence Circle, Suite 1
Fort Myers, FL 33912
Attention: **Richard Freund**, Manager

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

**ARTICLE FOURTEEN
MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

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

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

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

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

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

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

ARTICLE FIFTEEN APPLICABLE LAW

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

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

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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

Approved as to form
and legal sufficiency:

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

CONTRACTOR:

BROOKS & FREUND LLC
A Florida Corporation

By: Richard Freund
Its Richard Freund
Manager

Michelle Wise
Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The proposed project includes a new building, with administration offices, a recycling sorting room, and a storage room; entry and exit drives, parking spaces and pavement, geotechnical improvements for a future wash down facility, surface water management facilities, and the associated infrastructure. The project site is located on a closed landfill (2600 Enterprise Avenue; Naples 34104), therefore, the project includes a significant amount of geotechnical work to remove and relocate, onsite, landfill debris material.

Project shall be completed per plan specifications developed by WilsonMiller, Inc. as part of the City of Naples ITB #057-12 with addendums; subcontractor listing is attached as **EXHIBIT A-1**.

Upon the award of the bid to the successful bidder, both bid performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. Also proof of insurance from the successful bidder is required at the time of award as well.

Addendum to the Scope of Services

The following items which were negotiated with the Brooks & Freund and removed from the original proposal resulting in reduced quantities as shown in **EXHIBIT B-1**.

1. Removal of the site clearing and exotic removal (to be performed by NAA).
2. Removal of the East exit road and associated undercut to the East of the proposed building, including all conduits and stormwater components which were proposed along the South side of the East exit road.
3. Reduction of the total excavation undercut from under the building foundation slab from 15 to 12 feet.
4. Removal of the undercut for the lime rock laydown area.
5. Removal of the 6 inch lime rock area and associated undercut for vehicle stage (the East of the proposed building).
6. Removal of conduits that extend beyond the current service area to the lime rock staging area (which will not be constructed).
7. Removal of the provision for a 24 feet wide, 6 feet high, cantilever chain-link single sliding gate (part of owner allowance).
8. Removal of two FDOT Type "D" catch basins and 24 inch RCP stormwater pipe at the intersection of the East exit road and existing Citation Point.

**SECTION 00430
SUBCONTRACTOR LISTING**

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TO: The City of Naples, Florida (hereinafter "Owner")

1. Pursuant to bidding requirements for the Work titled:

Recycle Transfer Facility
Naples, Florida

SUBMIT THIS FORM WITH THE BID FOR THE PROJECT.

For portions of the Work listed below, the undersigned proposes to use the following subcontractors:

A. Portion of the Work:

Subcontractor Name & Address:

Testing Laboratory

Ardaman Associates
9970 Barbara Rd
Ft Myers FL

Unit Masonry

Allen Concrete
6301 Shirley Street
Naples FL 34109

Concrete Work

Allen Concrete
6301 Shirley Street
Naples FL 34109

Metal Building Supplier

Florida Metal Building Svcs. LLC
1415 S.W. 17th Street
Ocala, FL 34471

Metal Building Erector

Florida Metal Building Svc. LLC
1415 S.W. 17th Street
Ocala, FL 34471

EXHIBIT A-1

1		
2	Architectural Woodwork	Star Quality Inc.
3		
4		4006 W. Crest Avenue
5		
6		Tampa FL 33614
7		
8	Gypsum and Metal Stud	Wall Systems Inc.
9		
10		4395 Corporate Square
11		
12		Naples FL 34104
13		
14	Toilet Accessories	Suncoast Contractors Supply
15		
16		3160 Kutak Road
17		
18		Fort Myers, FL 33916
19		
20	Signage	Signco Architectural Signage
21		
22		1631 Rock Spring Road, Ste. 316
23		
24		Apopka, FL 32712
25		
26	Windows glazing	<i>Absolut window</i>
27		
28		<i>210 center ct, venice, FL</i>
29		
30		
31		
32	Lath and Plaster (Stucco)	Wall Systems Inc.
33		
34		4395 Corporate Square
35		
36		Naples, FL 34104
37		
38	Acoustical Ceilings	NCR/Westcoast Insulation
39		
40		3218 Marion Street
41		
42		Fort Myers, FL 33916
43		
44	Tile	Wallpaper World
45		
46		14621 Six Mile Cypress Pkway
47		
48		Fort Myers, FL 33912

EXHIBIT A-1

1		
2	Painting	Coating Concepts Inc.
3		
4		3690 Marvaez Street
5		
6		Fort Myers, FL 33901
7		
8	Plumbing	First Class Plumbing of Florida
9		
10		6123 Lee Ann Lane
11		
12		Naples, FL 34109
13		
14	Fire Protection	All About FIRE Protection
15		
16		2301 Bruner Lane #B-5
17		
18		Fort Myers, FL 33912
19		
20	HVAC	FHSi Mechanical Contractor
21		
22		735 NE 19th Place, Unit #9
23		
24		Cape Coral, FL 33909
25		
26	Electrical	Gulf Coast Power & Light
27		
28		2271 Bruner Lane #4
29		
30		Fort Myers, FL 33912
31		
32	Site Utilities	Jensen Underground Utilities Inc.
33		
34		5585 Taylor Road
35		
36		Naples, FL 34109
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39	Earthwork	Gulf Paving Company Inc.
40		3460 Metro Parkway
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42		Fort Myers, FL 33902
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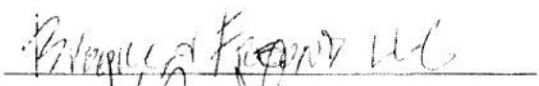
EXHIBIT A-1

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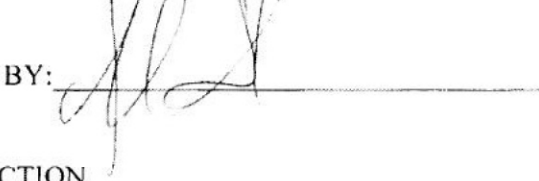
The bidder acknowledges that the Owner may at his option accept or reject any subcontractor listed.

PROVIDE SIGNATURE
IDENTICAL TO THAT SHOWN
ON THE BID FORM

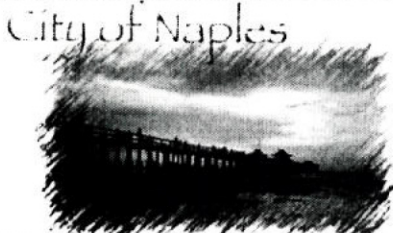
BIDDER:



BY:

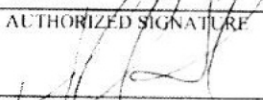


END OF SECTION

		<p align="center">INVITATION TO BID CITY OF NAPLES PURCHASING DEPARTMENT CITY HALL, 735 8TH STREET SOUTH NAPLES, FL 34102 PH: 239-213-7100 FX 239-213-7105</p>	
NOTIFICATION DATE: 07/26/12	TITLE CONSTRUCTION OF RECYCLE TRANSFER STATION	NUMBER: 057-12	OPENING DATE & TIME 08/16/12
<p>PRE-BID DATE, TIME, AND LOCATION: A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON 10:00 AM, AUGUST 1, 2012 AT 380 RIVERSIDE CIRCLE; NAPLES, FL 34102.</p>			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Brooks & Freund LLC	
MAILING ADDRESS 5661 Independence Circle, Suite 1	
CITY STATE ZIP Fort Myers FL 33912	
PH: 239-939-5251	EMAIL: richard@brooksandfreund.com
FX: 239-939-5117	WEB ADDRESS: www.brooksandfreund.com

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.

AUTHORIZED SIGNATURE 	DATE 8/27/12	PRINTED NAME / TITLE Richard Freund Manager
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Please initial by all that apply.

ADDENDUM 1
 ADDENDUM 2
 ADDENDUM 3
 ADDENDUM 4
 ADDENDUM 5

PLEASE NOTE THE FOLLOWING:

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

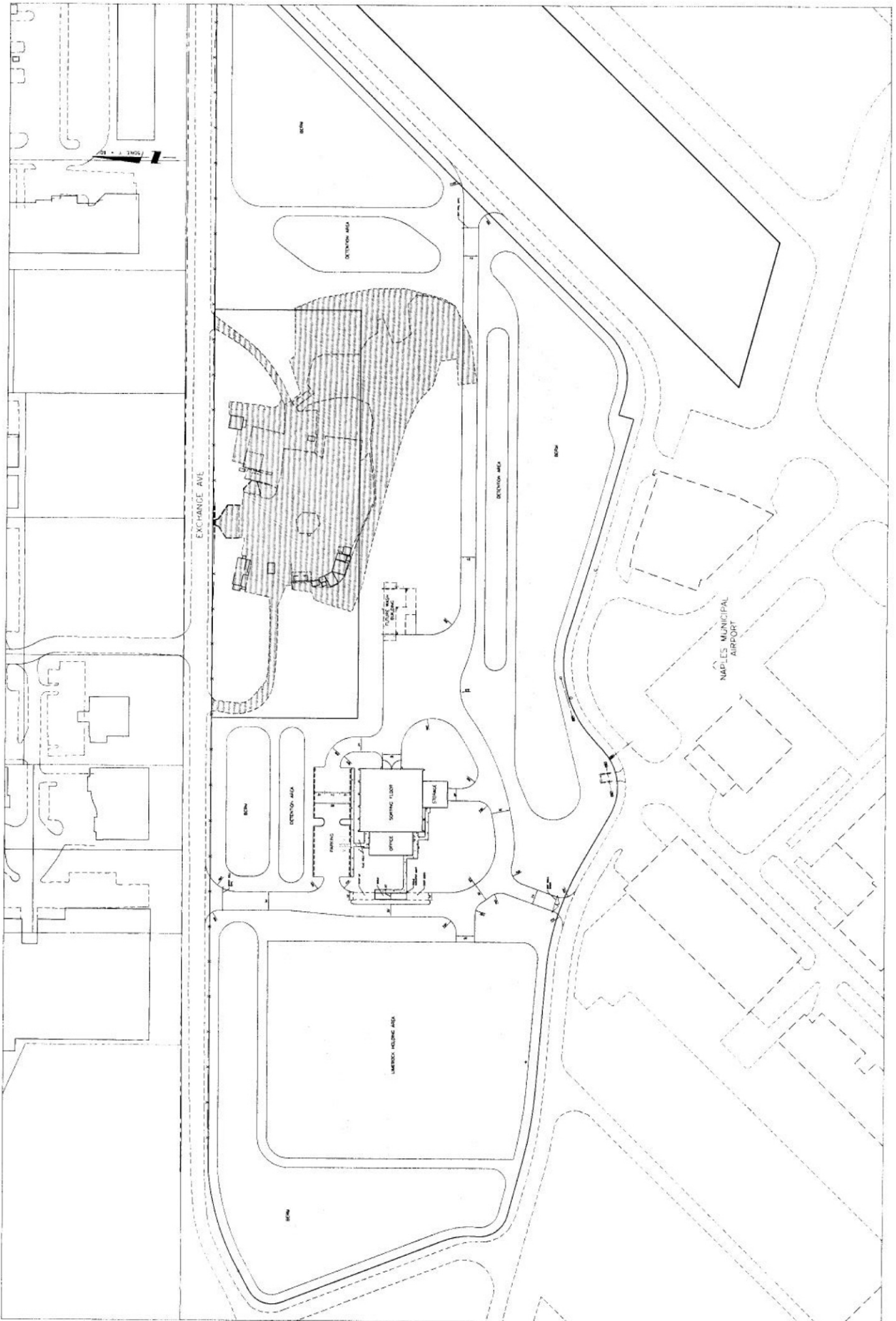


EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as follows in **EXHIBIT B-1**:

EXHIBIT A - REVISED 8-07-12

Date: 11/5/2012

Project Name: City of Naples Recycle Transfer Facility
 Bid Costs

Location: Enterprise Avenue, Naples, FL

Division	Description	Brooks & Freund
1000	General Conditions	\$ 134,822.00
1100	Survey / Layout	\$ 12,700.00
1200	Geotechnical	\$ 17,000.00
2000	Site Civil (Ref Unit Price Bid Schedule)	\$ 1,532,820.89
2100	Site Architectural / PME	\$ -
2200	Landscape	\$ 98,079.00
3000	Concrete	\$ 176,156.00
4000	Masonry - in Conc	\$ -
5000	Metals	\$ 4,557.00
6000	Carpentry	\$ 7,289.00
7000	Thermal & Moisture	\$ 13,241.00
8000	Doors & Windows	\$ 21,968.00
9000	Finishes	\$ 74,658.00
10000	Specialties	\$ 16,683.00
11000	Equipment	\$ -
12000	Furnishings	\$ 1,028.00
13000	Special Const. - Metal Bldg.	\$ 234,066.00
15000	Plumbing	\$ 32,000.00
15100	Mechanical - HVAC	\$ 31,033.00
16000	Electrical	\$ 136,075.00
17000	Fire Sprinkler	\$ 18,370.00
18000	Fire Alarm	\$ 9,450.00
19000	Special Conditions	\$ -
20000	All Other Building Items unlisted	\$ -
21000	Allowance #1-Gate systems	\$ 10,000.00
22000	Allowance #2-Truck Scale	\$ 30,000.00
23000	Alternate #3-Irrigation System	\$ 6,500.00
24000	Allowance #4-Permanent Utility Service Connection Fees / Infrastructure for Cable, Data, Phone & Elec	\$ 10,000.00
25000	Allowance #5-Building Permit Application and Associated Fees	\$ 20,000.00
26000	Allowance #6-City Controlled Contingency	\$ 100,000.00
Sub-Total Building Cost		
0000	Bid Requirements	\$ -
0100	Fee	\$ 206,160.03
Total Building Cost		\$ 2,954,655.92

Contractor is responsible for all items in the specifications and drawings including Misc Uncategorized Items



**City of Naples Recycle Transfer Facility
July 2012**

Site-Civil Bid Schedule

Summary:

General & Miscellaneous	\$ <u>20,390.00</u>
Erosion Control	\$ <u>10,000.00</u>
Earthwork	\$ <u>1,010,258.96</u>
Drainage	\$ <u>60,229.35</u>
Sanitary Sewer	\$ <u>43,929.35</u>
Water	\$ <u>58,626.00</u>
Fire	\$ <u>12,629.50</u>
Paving	\$ <u>316,757.73</u>
<hr/> <hr/>	
Total:	\$ <u>1,532,820.89</u>

General Notes:

- 1.) This Bid Schedule is not inclusive of all required utility and site infrastructure, and does not include utilities or site infrastructure that will be designed, permitted or provided by others. Utilities or site infrastructure noted on the WilsonMiller-Stantec Construction Documents with a reference symbol, i.e. CITY, ARC, MEP, FIRE, FPL, GEO, etc., are utilities or site infrastructure being designed, permitted or provided by others. In addition, the design, details and specifications for said facilities are not included within the WilsonMiller-Stantec Construction Documents and Technical Specifications. Contractor shall reference the Architect's (including Architect's Structural and MEP's specifications), Engineer or Designer of Record's Construction Documents and Technical Specifications or Property Owner for said facilities. All material and labor costs shall be verified by those responsible for their design and construction.

WILSONMILLER STANTEC
City of Naples Recycle Transfer Facility
Site-Civil Bid Schedule
General & Miscellaneous

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization and Access Management	1	LS	\$ 100.00	\$ 100.00
2	Existing Chain-Link Fence to be Removed	1	LS	\$ 400.00	\$ 400.00
3	30' Wide, 6' High Cantilever Chain-Link and Sliding Double Gate, Complete (see note 1 below)	1	LS	\$ 5,790.00	\$ 5,790.00
4	24' Wide, 6' High Cantilever Chain-Link and Sliding Single Gate, Complete (see note 1 below)	1	LS	\$ 2,100.00	\$ 2,100.00
5	2" PVC Conduit	1	LS	\$ 2,000.00	\$ 2,000.00
6	4" PVC Conduit	1	LS	\$ 10,000.00	\$ 10,000.00

General & Miscellaneous Total

\$
\$ 20,390.00

Notes:

- 1. Roll gate operator mechanism and access control specifications are being specified by the Property Owner, and are not included in Site-Civil or Architect's plans and bid schedule.*
- 2. Relocation of site entry sign (located at the City's current recycle center on Riverside Circle) is included in Architect's plans and bid schedule.*
- 3. Site weigh scale (complete assembly) is included in Architect's plans and bid schedule.*
- 4. Site light poles and fixtures are included in Architect's plans and bid schedule.*

WILSONMILLER STANTEC
City of Naples Recycle Transfer Facility
Site-Civil Bid Schedule
Erosion Control

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Silt Fence	1	LS	<u>\$ 6,500.00</u>	<u>\$ 6,500.00</u>
2	Sediment Filters (including Hay Bales, Mirafi, etc.)	1	LS	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>
Erosion Control Total					<u>\$</u>
					\$ 10,000.00

WILSONMILLER STANTEC
City of Naples Recycle Transfer Facility
Site-Civil Bid Schedule
Earthwork

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Clearing (Grind Onsite and Removal)	0.0	AC	\$ 4,462.50	\$ -
2	Selective Clearing for Exotic Removal	0.0	AC	\$ 4,462.50	\$ -
3	Estimated Excavation (see notes on next page)	88,877	CY	\$ 3.35	\$ 297,737.95
4	Estimated Screen Material (see notes on next page)	61,385	CY	\$ 2.77	\$ 170,036.45
5	Estimated Screen Material to meet A-1 Select Soil for Building (see notes on next page)	18,640	CY	\$ 2.86	\$ 53,310.40
6	Estimated Screen Material to meet A-3 Select Soil for Building (see notes on next page)	2,007	CY	\$ 7.67	\$ 15,393.69
7	Estimated Relocate Fill Material Onsite (Including Compaction) (see notes on next page)	40,127	CY	\$ 2.35	\$ 94,298.45
8	Estimated Relocate A-1 Select Fill Material Onsite for Building (Including Compaction) (see notes on next page)	13,393	CY	\$ 3.84	\$ 51,429.12
9	Estimated Relocate A-3 Select Fill Material Onsite for Building (Including Compaction) (see notes on next page)	2,081	CY	\$ 12.28	\$ 25,554.68
10	Estimated Relocate Debris Material Onsite (see notes on next page)	22,301	CY	\$ 3.23	\$ 72,032.23

(Continued on next page)

WILSONMILLER STANTEC
City of Naples Recycle Transfer Facility
Site-Civil Bid Schedule
Earthwork

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
11	Swale Excavation	1	LS	\$ 11,639.00	\$ 11,639.00
12	Rough Grading	1	LS	\$ 186,891.61	\$ 186,891.61
13	Final Grading	1	LS	\$ 17,788.68	\$ 17,788.68
14	Final Grade Berms	1	LS	\$ 14,146.70	\$ 14,146.70
Earthwork Total					\$ 1,010,258.96

Notes:

1. Contractor shall review all site characterization and geotechnical reports included within bid package.
2. With the exception of the immediate areas surrounding the soil boring undertaken, due to the minimal number of soil borings within the vicinity of the proposed improvements, the earthwork and volume calculations assume that the average depth (thickness) of debris is approximately 9.8-feet.
3. Excavated debris volume consists of approximately 69% soil and 31% municipal solid waste. In order to accommodate for the cap soil volume over the debris areas, which varies in depth, it has been assumed that the percentage of soil that can be retained and utilized for structural fill is approximately 70%.
4. The Contractor's bid proposal shall assume the material onsite can be screened and be used for structural fill. No imported fill is anticipated.
5. The Contractor's bid proposal shall assume all debris materials can be relocated onsite. No offsite removal is anticipated.
6. The site requires approximately 84,995 CY of fill (compacted in-place) to support the designed finished grades and contour elevations from the proposed undercuts for the Project. Please note the proposed finished grades and contour elevations have been designed to address an assumed 30% compaction/loss factor from the screening operation and relocation of fill and debris materials onsite. Unless the quality of the screened material does not meet the geotechnical engineer's specifications for the Project, no imported fill is anticipated.

WILSONMILLER STANTEC
City of Naples Recycle Transfer Facility
Site-Civil Bid Schedule
Drainage

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	6" Cleanout, Complete	3	EA	\$ 496.00	\$ 1,488.00
2	8" Cleanout, Complete	2	EA	\$ 640.00	\$ 1,280.00
3	6" Storm Drain Pipe	317	LF	\$ 22.90	\$ 7,259.30
4	8" Storm Drain Pipe	329	LF	\$ 23.50	\$ 7,731.50
5	12" Storm Drain Pipe (Contech A-2000)	237	LF	\$ 22.25	\$ 5,273.25
6	PVC Riser and Roof Relief Drain/Building Downspout Connection, Complete	15	EA	\$ 297.00	\$ 4,455.00
7	15" RCP	88	LF	\$ 25.10	\$ 2,208.80
8	18" RCP	88	LF	\$ 29.50	\$ 2,596.00
9	24" RCP	176	LF	\$ 37.25	\$ 6,556.00
10	6" Yard Drain w/ Round Grate, Complete	1	EA	\$ 436.50	\$ 436.50
11	12" Yard Drain w/ Round Grate and 8" x 12" Increaser, Complete	1	EA	\$ 671.00	\$ 671.00
12	24" Flared End	1	EA	\$ 1,754.00	\$ 1,754.00
13	Grate Inlet	2	EA	\$ 2,059.00	\$ 4,118.00
14	FDOT Type "D" Catch Basin w/ Side Inlets, Complete	6	EA	\$ 1,875.00	\$ 11,250.00
15	Control Structure, Complete (FDOT Type "E" Catch Basin w/ Bleeder and Baffle)	1	LS	\$ 3,152.00	\$ 3,152.00
Drainage Total					\$ 60,229.35

Note:

1. All pipe fittings, i.e. plugs, caps, wyes, tees, elbows, reducers, etc., shall be included in unit price cost.

WILSONMILLER STANTEC
City of Naples Recycle Transfer Facility
Site-Civil Bid Schedule
Sanitary Sewer

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	6" Cleanout, Complete	3	EA	\$ 326.75	\$ 980.25
2	4" Sanitary Sewer Lateral	53	LF	\$ 17.30	\$ 916.90
3	6" Sanitary Sewer Lateral	221	LF	\$ 18.20	\$ 4,022.20
4	8" Sanitary Sewer Main (6' - 8' cut, based on avg existing ground)	142	LF	\$ 40.00	\$ 5,680.00
5	8" Sanitary Sewer Main (10' - 12' cut, based on avg existing ground)	400	LF	\$ 43.50	\$ 17,400.00
6	Manhole, 4' Diameter (0' - 6' cut)	1	EA	\$ 3,523.00	\$ 3,523.00
7	Manhole, 4' Diameter (w/ Drop) (12' - 14' cut)	1	EA	\$ 6,324.00	\$ 6,324.00
8	Core into Existing Manhole, Connect 8" PVC Sanitary Sewer, and Re-Seal Existing Manhole Interior, Complete	1	LS	\$ 3,483.00	\$ 3,483.00
9	Video and Testing	1	LS	\$ 1,600.00	\$ 1,600.00
Sanitary Sewer Total					\$ 43,929.35

Notes:

1. All pipe fittings, i.e. plugs, caps, wyes, tees, elbows, reducers, etc., and utility identification materials shall be included in unit price cost.

2. Oil/sand separator structure and associated 4" PVC piping and cleanouts are included in Architect's plans and bid schedule.

WILSONMILLER STANTEC
City of Naples Recycle Transfer Facility
Site-Civil Bid Schedule
Water

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	10" x 2" Double Strap Stainless Service Saddle	1	EA	\$ 538.16	\$ 538.16
2	10" x 2" Double Strap Stainless Service Saddle (To accommodate irrigation)	1	EA	\$ 538.00	\$ 538.00
3	6" Gate Valve, Box & Tapping Sleeve for Hot-Tap (See notes below)	1	EA	\$ 4,104.00	\$ 4,104.00
4	8" Gate Valve and Box	1	EA	\$ 1,083.00	\$ 1,083.00
5	10" Gate Valve, Box & Tapping Sleeve for Hot-Tap (See notes below)	1	EA	\$ 5,912.00	\$ 5,912.00
6	6" Water Main (CL200)	60	LF	\$ 16.00	\$ 960.00
7	8" Water Main	564	LF	\$ 21.20	\$ 11,956.80
8	8" Water Main (CL200)	60	LF	\$ 17.75	\$ 1,065.00
9	10" Water Main	185	LF	\$ 34.90	\$ 6,456.50
10	10" Water Main (CL200)	88	LF	\$ 38.03	\$ 3,346.64
11	Fire Hydrant Assembly, Complete	3	EA	\$ 3,414.00	\$ 10,242.00
12	Air Release Valve Assembly, Complete	2	EA	\$ 1,516.00	\$ 3,032.00
13	Temporary Bacterial Sample Point Assembly, Complete	3	EA	\$ 204.00	\$ 612.00
14	1-1/4" Curb Stop w/ PVC Riser and Cast Iron Cover, Complete	2	EA	\$ 356.00	\$ 712.00
15	1-1/4" Polytube Water Service	140	LF	\$ 9.50	\$ 1,330.00
16	2" Polytube Water Service (Includes stub-out to accommodate for irrigation)	43	LF	\$ 15.30	\$ 657.90
17	Water Meter Assembly & Meter Box, Complete (See note below)	1	LS	\$ 2,290.00	\$ 2,290.00
18	Water Meter Assembly & Meter Box , Complete (To accommodate irrigation) (See note below)	1	LS	\$ 2,290.00	\$ 2,290.00
19	Chlorination & Testing (including Temporary Bacterial Sample Point Locations)	1	LS	\$ 1,500.00	\$ 1,500.00
Water Total					\$ 58,626.00

Notes:

1. All pipe fittings, i.e. plugs, caps, wyes, tees, elbows, reducers, etc., and utility identification materials shall be included in unit price cost.
2. City of Naples Public Utilities will conduct the hot-tap, however, the contractor shall include the tapping sleeve, valve and box and site restoration in their bid proposal.
3. City of Naples Public Utilities will size and supply the all water meters (for potable and irrigation service).

WILSONMILLER STANTEC
City of Naples Recycle Transfer Facility
Site-Civil Bid Schedule
Fire

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	6" Check Valve	1	EA	\$ 1,427.00	\$ 1,427.00
2	Post Indicator Valve Assembly, Complete	1	EA	\$ 1,607.00	\$ 1,607.00
3	6" Fire Main	90	LF	\$ 20.75	\$ 1,867.50
4	6" Compact RPZ Backflow Preventer Assembly, Complete	1	EA	\$ 6,728.00	\$ 6,728.00
5	Testing	1	LS	\$ 1,000.00	\$ 1,000.00
					\$12,629.50
Fire Total					\$

Notes:

1. All pipe fittings, i.e. plugs, caps, wyes, tees, elbows, reducers, etc., and utility identification materials shall be included in unit price cost.
2. Reference latest City of Naples Utility Ordinance for approved backflow and meter assembly and specifications.
3. Fire department connection (FDC), service line from fire main to FDC, fittings and other associated fire protection appurtenances on the fire service line are included in Architect's plan and bid schedule.

WILSONMILLER STANTEC
City of Naples Recycle Transfer Facility
Site-Civil Bid Schedule
Paving

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Impermeable Geotextile (Dura-Skrim Model No. R12WBK) (see note 1 on next page)	1	LS	\$ 16,753.47	\$ 16,753.47
2	High Strength Biaxial Geotextile (Tensar Triax Model No. 140-475) (see note 2 on next page)	1	LS	\$ 35,540.89	\$ 35,540.89
3	1-1/2" Asphaltic Concrete, Type S-III	1,326	SY	\$ 8.79	\$ 11,655.54
4	8" Limerock Base (compacted & primed)	1,364	SY	\$ 8.11	\$ 11,062.04
5	12" Stabilized Subgrade (compacted)	1,402	SY	\$ 6.15	\$ 8,622.30
6	3/4" Asphaltic Concrete, Type S-III	5,585	SY	\$ 4.11	\$ 22,954.35
7	1-1/4" Asphaltic Concrete, Type S-I	5,592	SY	\$ 6.54	\$ 36,571.68
8	8" Limerock Base (compacted & primed)	5,763	SY	\$ 7.57	\$ 43,625.91
9	12" Stabilized Subgrade (compacted)	5,942	SY	\$ 5.39	\$ 32,027.38
10	6" Limerock Base (compacted & primed w/ tack coat)	13,028	SY	\$ 5.21	\$ 67,875.88
11	6" Thk Reinforced Concrete (#5 Rebar @ 15" o.c., both directions)	144	SF	\$ 8.78	\$ 1,264.32
12	4" Thk Reinforced Concrete (see note 3 on next page)	1,825	SF	\$ 3.83	\$ 6,989.75
13	Saw-cut, Remove and Restore Ex. Pavement to accommodate Utility Connections	1	LS	\$ 5,763.00	\$ 5,763.00
14	Saw-Cut and Connect to Ex. Pavement to accommodate Driveway Connections	1	LS	\$ 165.79	\$ 165.79
15	Wheel Stop	35	EA	\$ 42.00	\$ 1,470.00
16	Type "D" Concrete Curb	75	LF	\$ 22.97	\$ 1,722.75
17	Type "D" Concrete Transition Curb	12	LF	\$ 28.08	\$ 336.96
18	ADA Yellow Tactile Tile Molding	1	EA	\$ 580.11	\$ 580.11

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the Manager of the **Brooks & Freund LLC** ("the CONTRACTOR"), and hereby certifies to the following:

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

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

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


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

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

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

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

Executed this 13th day of November, 2012.

By:  _____

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 13th day of November, 2012.

The Affiant, Richard Freund, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.



Michelle Wise
Print Name:

Michelle Wise
NOTARY PUBLIC - STATE
OF Florida
Commission Number: _____
My Commission Expires: 4/27/15
(Notary Seal)