

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. RFQ 016-13
Contract No. 13-00051
Project Name City Hall (HVAC) Heating Ventilating Air Conditioning –
Construction Management at Risk

THIS AGREEMENT (the "Agreement") is made and entered into this 5th day of June 2013, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Wright Construction Group, Incorporated**, a Florida profit corporation, located at: **5811 Youngquist Road; Fort Myers, Florida 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 **City Hall (HVAC) Heating Ventilating Air Conditioning – Construction Management at Risk** 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 by **December 31, 2013**. 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 not exceed **\$998,296.70** 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:

Wright Construction Group, Inc.
5811 Youngquist Road
Fort Myers, Florida 33912
Attention: **George Andy Powell**, Vice President
FEI/EIN Number: 202246559

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:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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

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

Approved as to form
and legal sufficiency:

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

CONTRACTOR:

Wright Construction Group, Inc.
5811 Youngquist Road
Fort Myers, Florida 33912
Attention: **George Andy Powell**, Vice President
FEI/EIN Number: 202246559

By: George Andy Powell
Its Vice President

Matthew
Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

Exhibit A-1, which is attached and made part of this Agreement

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 as indicated *in Exhibit B-1, which is attached and made part of this Agreement.*

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

The Certificate must state the bid number and title.

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

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Vice President** of the **Wright Construction Group, Incorporated** company (“the CONTRACTOR”), and hereby certifies to the following:

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

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

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

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

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

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

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

Executed this 21st day of May, 2013.

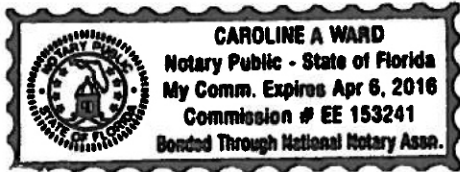
By:  _____

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 21 day of May, 2013.
The Affiant, George "Andy" Powell, 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 of other identifying number.



Print Name: _____
Caroline A. Ward
NOTARY PUBLIC - STATE
OF _____
Commission Number: _____
My Commission Expires: _____
(Notary Seal)

SCOPE OF WORK:

The work under this contract is described as the Construction Management for the replacement the HVAC system with appurtenances at the main City Hall building (excluding the City Council Chambers building) located at 735 8th Street South; Naples, Florida. This Construction Management at Risk agreement shall include the following services:

1. Provide all necessary estimating, management and on site supervision and direction of subcontractors and vendors for the duration of the project.
2. Develop all subcontractor and vendor scopes of work for a complete integrated project.
3. Develop a project specific schedule and provide monthly updates as necessary. The project will commence in Jun 2013 with procurement and be completed by December 31, 2013.
4. Develop the project budget and provide monthly updates throughout the project duration.
5. Provide recommendations and coordinate with staff regarding phased construction. Coordinate actual construction work hours with staff. Proposed work hours are between 5:30PM and 3:30AM, four days a week. Subject to change as coordinated with staff.
6. Seek and obtain bids from qualified subcontractors and material suppliers. Provide recommendations regarding selection of subcontractors and supply firms.
7. Provide a Guaranteed Maximum Price Proposal upon receipt of 100% drawing and specifications agreed upon by the Design Consultant, Wright Construction, and The City.
8. Schedule and conduct construction progress meetings with the Design Consultant, City and Subcontractors, and provide monthly written reports indicating construction progress.
9. Obtain necessary building permits

10. Provide testing and inspections required to assure quality of construction for the protection of the City.
11. Provide management of and assistance for a direct material purchase program for tax savings.
12. Provide other Construction Management at Risk services necessary to assure a full and complete project.
13. The Scope of Work shall be per the Construction Documents issued by Matern Professional Engineering, Inc. These documents are defined on Pages 3 through 8 of this Exhibit and include:
 - Construction Specifications Divisions as defined on pages TOC-1 and TOC-2 below.
 - Design Clarification #1 Dated May 13, 2013
 - Drawings as defined on pages 1 and 2 of the Drawing Log



CITY OF NAPLES

CITY HALL
HVAC REPLACEMENT

CONSTRUCTION DOCUMENTS



Prepared By:

Matern Professional Engineering, Inc.
7680 Cambridge Manor Place
Suite 101
Fort Myers, Florida 33907

MAY 30, 2013

**CITY OF NAPLES
CITY HALL
HVAC REPLACEMENT
CONSTRUCTION DOCUMENTS**

Section Title

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary
01 25 00	Substitutions Procedures
01 29 00	Payment Procedures
01 31 00	Project Management and Coordination
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 42 00	Codes, References and Standards
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 73 00	Execution
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents

DIVISION 02 - EXISTING CONDITIONS

02 41 16	Selective Structure Demolition
----------	--------------------------------

DIVISION 03 - CONCRETE

DIVISION 04 - MASONRY

DIVISION 05 - METALS

05 12 00	Structural Steel
05 52 13	Pipe and Tube Railings
05 53 00	Metal Gratings

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

DIVISION 07 - MOISTURE PROTECTION

07 62 00	Sheet Metal Flashing and Trim
07 84 13	Penetration Firestopping
07 92 00	Joint Sealants

DIVISION 08 - OPENINGS

DIVISION 09 - FINISHES

09 22 16	Non Structural Metal Framing
09 91 13	Exterior Painting

09 91 23 Interior Painting
09 29 00 Gypsum Board

DIVISION 23 – HEATING, VENTILATION AND AIR CONDITIONING

23 00 01 Cleaning of HVAC Systems
23 00 02 HVAC Demolition
23 02 00 Basic Materials and Methods for HVAC Systems
23 05 00 Common Work Results for HVAC Systems
23 05 13 Motor Requirements for HVAC Equipment
23 05 17 Adjustable Frequency Drives
23 05 18 Control Wiring
23 05 19 Meters, Gages and Accessories for HVAC Piping
23 05 23 Valves for HVAC Piping.
23 05 29 Hangers and Supports for HVAC Piping and Equipment
23 05 48 Vibration and Seismic Controls for HVAC Piping and Equipment
23 05 80 Air Control and Accessories
23 05 93 Testing, Adjusting and Balancing for HVAC
23 07 00 HVAC Insulation
23 09 00 Instrumentation and Control for HVAC
23 21 13 Hydronic Piping
23 21 30 Primary Chilled Water Pumping Package
23 25 00 HVAC Water Treatment
23 31 00 HVAC Ducts and Casings
23 31 01 Shop Fabricated Ductwork
23 33 00 Air Duct Accessories
23 34 00 HVAC Fans
23 36 00 Air Terminal Units
23 37 13 Grilles, Registers and Diffusers
23 64 29 Chiller Acoustics
23 66 00 Air Cooled Liquid Chiller – Trane
23 73 00 Packaged Air Handling Units

DIVISION 26 - ELECTRICAL

26 01 03 Minor Electrical Demolition for Remodeling
26 05 00 Common Work Results
26 05 07 Submittals
26 05 09 Reference Standards and Regulatory Requirements
26 05 10 Electrical Symbols and Abbreviations
26 05 19 Building Wire and Cable
26 05 29 Hangers and Supports
26 05 33 Conduit
26 05 35 Pull and Junction Boxes
26 24 16 Panelboards
26 28 19 Enclosed Disconnect Switches



DESIGN CLARIFICATION # 1

DATE: May 13, 2013

To: Scott Loiacano	From: John Reed
Firm: Wright Construction	MPE #: 2012-033
Phone: 239-481-5000	Project Name: Naples City Hall HVAC Replacement
Email:	

Clarification No. 1 shall ONLY be utilized by the Construction Manger and his/her sub-contractors to provide additive or deductive pricing as it relates to the items listed below describing the proposed change in scope and is not in any way a directive to proceed with the purchasing of materials, labor or construction.

Description:

Specification Section 23 05 17 revised. Specifically Paragraph 2.1.A.- Acceptable Manufacturers.

Specification Section 23 09 00 revised. Specifically Paragraph 2.1.A - Acceptable Manufactures.

Specification Section 23 36 00 revised. Specifically Paragraph 2.1.A - Acceptable Manufacturers.

Date: 5/14/2013

Drawing Log

Wright Construction Group, Inc.

13-18-00 NAPLES CITY HALL HVAC

Number	Title	Date	Revision	Sketch	Current	Comments
Architectural						
A101	First Floor Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
A102	Second Floor Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
A103	First Floor Ceiling Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
A104	Second Floor Ceiling Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
A105	Roof Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
D101	First Floor Demolition Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
D102	Second Floor Demolition Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
G001	Abbreviations and General Notes	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
Electrical						
E001	Electrical General Notes, Abbreviations, & Sheet Index	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
E101	First Floor Power Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
E102	Second Floor Power Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
E401	First Floor Lighting Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
E402	Second Floor Lighting Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
E501	Electrical Riser Diagram	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
E601	Electrical Panel Schedules	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
E701	Mechanical Equipment Schedule	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
ED101	First Floor Power Plan - Demolition	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
ED102	Second Floor Power Plan - Demolition	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
ED401	First Floor Demolition - Lighting Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
ED402	Second Floor Demolition - Lighting Plan	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
Mechanical						
M001	General Notes, Abbreviations, & Sheet Index - Mech	4/30/13	5/8/13		<input checked="" type="checkbox"/>	

Drawing Log

Wright Construction Group, Inc.

Date: 5/14/2013

13-18-00 NAPLES CITY HALL HVAC

Number	Title	Date	Revision	Sketch	Current	Comments
Mechanical						
M101	First Floor Plan - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
M102	Second Floor Plan - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
M103	Roof Plan - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
M401	Details - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
M402	Details - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
M501	Schedules - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
M502	Schedules - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
M601	Controls - Mechanical	5/8/13	5/8/13		<input checked="" type="checkbox"/>	
MD101	Demolition First Floor Plan - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
MD102	Demolition Second Floor Plan - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
MD103	Demolition Roof Plan - Mechanical	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
Structural						
S101	Roof Plan - Structural	4/30/13	5/8/13		<input checked="" type="checkbox"/>	
S102	Sections - Structural	4/30/13	5/8/13		<input checked="" type="checkbox"/>	

Basis of Compensation

Work to be Performed

The Work to be Performed (work to be completed for the GMP Amount) shall be as defined in Exhibit A of this Agreement.

Compensation / Contract Sum

The total amount paid (Compensation) to the Contractor as defined in Article Four of this Agreement is the Cost of the Work plus the Contractor's Fee.

Cost of the Work

The Cost of the Work is all costs incurred by the Contractor in the proper performance of the Work. These costs shall include, but may not be limited to, the following:

1. All costs as defined in the below detailed Guaranteed Maximum Price cost detail sheet (Pages 4 and 5 of this Exhibit B).
2. The City shall pay the contractor for preconstruction services performed under this agreement. This fee shall be included in the Guaranteed Maximum (GMP) that will be added to this agreement under future amendment. The fee shall be billed to the City on a standard Certificate of Payment on the 25th of each month and shall be based on incidental costs and actual hours incurred at rates specified in the preconstruction proposal dated April 10, 2013.
3. Costs paid to Subcontractors.
4. Costs of materials or equipment including costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction field personnel.
5. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers.
6. Labor costs and burden of workers directly employed by the Contractor to perform the construction of the work.
7. Wages and/or salaries of the Contractor's supervisory personnel.
8. Wages and/or salaries of the Contractor's administrative personnel needed for expediting.
9. Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions.
10. Site Office Costs including but not limited to rental, delivery and setup, removal, utilities, office supplies, postage, and other items required to maintain the daily activities of the office.
11. Costs of removal of debris from the site and its disposal.
12. Premiums for insurance and bonds.
13. Sales, use or similar taxes imposed by a governmental authority.
14. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.
15. Fees of laboratories for tests required by the Contract Documents.
16. Costs incurred in assuring the safety of persons and property.

The Contractor's Fee

The Contractor's shall be calculated as a percentage of the cost of the work.

The fee shall be calculated by adding the cost of the work, DMPO Costs, and Related Tax Savings and multiplying the total by the applicable percentage rate. The percentage used to calculate the fee is graduated, not fixed, and as follows:

On accumulated costs from \$0.00 to \$500,000 the Fee shall be 7%.

On accumulated costs from \$500,000 to \$750,000 the Fee shall be 6%.

On accumulated costs over \$750,000 the Fee shall be 5%.

Guaranteed Maximum Price (GMP)

The Contract Sum is guaranteed by the Contractor not to exceed \$998,296.70, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

Contingencies

A Contingency fund in the amount of \$30,000.00 is included in the GMP. These funds are available for unforeseen conditions, for additional required work not defined in the Contract Documents, or for unforeseen costs out of the control of The Contractor. If needed, these funds shall be requested by the Contractor in writing and approved by The Owner prior to use.

Allowances

Allowance funds shall be included in the GMP for scope items note defined in the Contract Document or unknown. These items are identified in the GMP by the word "Allowance" in the description. These include:

1. Relocation of existing fire sprinkler heads if needed due to the installation of new ductwork, the installation of new ceilings, or other required work.
2. Cleaning of existing duct if needed and directed by the Engineer.
3. The cleaning of existing fixtures and the replacing bulbs in lay-in fixtures.

Assumptions

1. Owner to provide Contractor with office space within the building for use as the on-site construction office.
2. Owner to provide electricity and potable water.
3. Contractor to have sanitary facilities on site for use by all construction personnel.
4. Owner to provide space in the parking lot for staging and dumpster.
5. Owner to dispose of all old fluorescent light bulbs.
6. Price does not include the replacement of any fixtures. Owner to upgrade from T-12 to T-8 fixture if needed.
7. Per direction from the Owner, the GMP includes the replacement of all acoustical ceilings.

Changes to the Guaranteed Maximum Price

Adjustments to the Guaranteed Maximum Price on account of changes in the Work will be made by written Change Order. The Cost of the Work for changes shall be determined by adding the cost of the work plus the fee.

Subcontracts

The Contractor shall subcontract all portions of the work that the Contractor does not self perform with the Contractor's own personnel. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

Progress Payment

Progress Payments shall be made to the Contractor based upon monthly Applications for Payment submitted to the Engineer by the Contractor. The Contractor shall submit to the Engineer the Application for Payment by the 25th day of a month and the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Engineer receives the Application for Payment.

The Contractor shall submit backup such as payroll records, subcontractor billings, or invoices as requested by the Owner with each Application for Payment or as agreed to by both parties.

The Application for Payment shall consist of a schedule of values agreed to by both parties prior to the start of construction. The sum of the schedule of values shall equal the Guaranteed Maximum Price. Each line item within the schedule of values shall be billed by the Contractor each month based on the percentage complete of the line item. Monthly billings shall include both actual costs and also projected costs to the end of the month.

Retainage

Retainage in the amount of 10% shall be held by The City and reflected in the Applications for Payment. Upon 50% completion of the project, the retainage shall be reduced to 5%.

Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract except for the Contractor's responsibility to correct work as defined and agreed to by both parties. The Contractor shall submit a final accounting for the Cost of the Work and a final Application for Payment. The Owner's shall review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. The Owner's final payment to the Contractor shall be made no later than 30 days after the review of the accounting provided by the Contractor.

Other Clarifications

1. City Approval - Where any cost is subject to the City's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing the GMP Agreement.
2. Discounts - Cash discounts to material suppliers and subcontractors based on early payment by the contractor shall accrue to the contractor and shall not reduce the reimbursement due to the contractor by the City.
3. Direct Material Purchase Orders (DMPO) - The City may elect to purchase directly from suppliers and subcontractors, construction materials for the project in order to benefit from the savings related to sales taxes that are not chargeable to the City but would be chargeable to the project incurred by the contractor. These DMPOs and the related tax savings shall be deducted from the GMP.
4. This Agreement is not a "Line Item GMP". Cost savings within one line item of work can be used to fund other line items of work.



Date: 5/20/2013
 Project: Naples City Hall - HVAC Replacement
 Job Number: RFQ 016-13

GUARANTEED MAXIMUM PRICE (GMP) COST DETAIL SHEET

COST CODES	DESCRIPTION	TYPE 2 WCG LABOR	TYPE 4 RENTAL	TYPE 5 MATERIAL	TYPE 6 SUBCONTRACT	TYPE 7 OTHER	TYPE 8 LABOR
DIVISION 1 - GENERAL REQUIERMENTS							
1-0015	Builder's Risk Insurance - Not Included					-	
1-0016	Performance Bond					6,055.00	
1-0017	General Liability					4,600.00	
1-2116	Contingency					30,000.00	
1-3100 Project Management							
1-3100	Pre-Construction Services	7,470.00					
1-3101	Project Superintendent (Full Time for 26 Wks)	68,900.00					
1-3102	Asst. Project Superintendent (1/2 Day per Week)	6,890.00					
1-3103	Project Mgr - Expediting (1/3 Time for 30 Weeks)	31,400.00					
1-3105	Project Engineer/PA (1/4 Time for 30 Weeks)	6,492.00					
1-3120	Vehicle Expense					2,062.00	
1-3125	Telecommunications					637.00	
1-3200 Progress Documentation							
1-3233	Project Photos (2 Flights)					300.00	
1-3300 Submittal / Doc. Procedures							
1-3350	Plans and Specs					200.00	
1-3360	UPS / Shipping					150.00	
1-3500 Special Procedures							
1-3523	Project Safety Inspections (Every 2 Wks)					1,650.00	
	Temporary Lighting					1,500.00	
1-4100 Regulatory							
1-4126	Permit Fees - Amount provided by Owner					628.00	
1-5100 Temporary Utilities							
1-5113	Temporary Electric/Water (N/A by Owner) Estimated Savings Amount: \$1,200.00						
1-5114	Wireless / Internet Service (N/A by Owner) Estimated Savings Amount: \$800.00						
1-5200 Construction Facilities							
1-5213	Field Office (N/A Space by Owner) Estimated Savings Amount: \$1,150.00						
1-5214	Storage Units (2 Ea for 5 Months)					1,800.00	
1-5215	Field Office - Supplies (\$25.00 per Week)					550.00	
1-5216	First Aid					150.00	
1-5219	Sanitary Facilities (2 Units for 22 Weeks)					1,000.00	
1-5600 Temp. Barriers / Enclosures							
1-5613	Temporary Dust / Air Barriers	-			4,870.00		
1-5614	Temporary Floor Protection	-			5,190.00		
1-5623	Temporary Barricades / MOT					500.00	
1-5626	Temporary Fencing (6' W/Screen @ Staging)				1,600.00		
1-5800 Project Identification							
1-5813	Temp. Project Signage					350.00	
1-7300 Project Execution							
1-7310	Equipment Rental		500.00				
1-7340	Misc. Field Expenses					500.00	
	Furniture Shifting				7,700.00		
	Furniture Protection				5,140.00		
1-7400 Cleaning / Waste Management							
1-7413	Progress Cleaning (Laborer Full Time)					15,400.00	
1-7419	Waste Removal					5,500.00	
1-7423	Final Cleaning (26,100SF)					16,000.00	
1-7800 Closeout Documents							

COST CODES	DESCRIPTION	TYPE 2 WCG LABOR	TYPE 4 RENTAL	TYPE 5 MATERIAL	TYPE 6 SUBCONTRACT	TYPE 7 OTHER	TYPE 8 LABOR
1-7823	OM Manuals					INC	
1-7829	Asbuilts					INC	
1-7900	Demonstration / Training					100.00	
DIVISION 2 - EXISTING CONDITIONS							
2-4113	Demolition				2,600.00		
2-4116	Misc. Repairs / Patchwork / Asphalt				2,500.00		
DIVISION 3 - CONCRETE							
3-1000	General - Concrete / Formwork				900.00		
3-3716	Pumping				500.00		
DIVISION 5 - METALS							
5-1223	Structural Steel				34,950.00		
DIVISION 6 - WOOD / PLASTICS							
6-0000	General - Wood Blocking				2,500.00		
DIVISION 7 - THERMAL / MOISTURE PROTECTION							
7-0000	General - Insulation/Roofing				16,650.00		
DIVISION 8 - OPENINGS							
8-3100	Access Doors/Panels				2,500.00		
DIVISION 9 - FINISHES							
9-2000	Metal Studs, Drywall, Plaster				8,820.00		
9-5100	Acoustical Ceilings				60,180.00		
9-6500	Resilient Floorings - Base				200.00		
9-9100	Painting				14,800.00		
DIVISION 21- FIRE SUPPRESSION							
22-0000	General - Fire Protection (Allowance)				14,400.00		
DIVISION 22- PLUMBING							
22-0000	General - Plumbing				N/A		
DIVISION 23- HVAC							
23-0000	General - HVAC				438,490.00		
23-0001	Existing Duct Cleaning (Allowance)				15,000.00		
23-0800	HVAC Commissioning				INC		
23-0850	Test and Balance				INC		
23-0900	Controls				INC		
DIVISION 26- ELECTRICAL							
26-0000	General - Electrical				81,504.00		
	Fire Alarm				INC		
26-5100	Relamping T-12 to T-8 (By Owner)				N/A		
	Clean Fixtures & Replace Bulbs (Allowance)				6,576.00		
TOTALS		121,152.00	500.00	-	727,570.00	89,632.00	-

TYPE 2 LABOR TOTAL	121,152.00
TYPE 4 RENTALS TOTAL	500.00
TYPE 5 MATERIALS TOTAL	-
TYPE 6 SUBCONTRACTOR TOTAL	727,570.00
TYPE 7 OTHER TOTAL	89,632.00
TYPE 8 OUTSIDE LABOR TOTAL	-
PROJECT COST OF WORK SUBTOTAL	938,854.00
FEE (\$0 TO \$500,000 @ 7%)	35,000.00
FEE (\$500,000 TO \$750,000 @ 6%)	15,000.00
FEE (ABOVE \$750,000 @ 5%)	9,442.70
CONTRACTOR FEE SUBTOTAL	59,442.70
TOTAL GMP CONTRACT AMOUNT	998,296.70