

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

Bid/Proposal No. **14-006**

Clerk Tracking No. 14-00034

Project Name: **Cambier Park Tennis Court Fence Installation**

THIS AGREEMENT (the "Agreement") is made and entered into this **16th** day of **April, 2014**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Carter Fence Company, Incorporated**, a Florida Profit Corporation, located at: **3490 Shearwater Street, Suite-E; Naples, Florida 34117** (the "CONTRACTOR").

W I T N E S S E T H:

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

WHEREAS, the CONTRACTOR has submitted an **(ITB) Invitation to Bid No. 14-006** 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 **Cambier Park Tennis Court Fence Installation** 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 **September 30, 2014**. 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 \$80,000.00** 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:

Carter Fence Company, Incorporated
3490 Shearwater Street, Suite-E
Attention: **Kenneth D. Carter**, President
FEI/EIN Number: 65-0448418 (State: FL)

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.

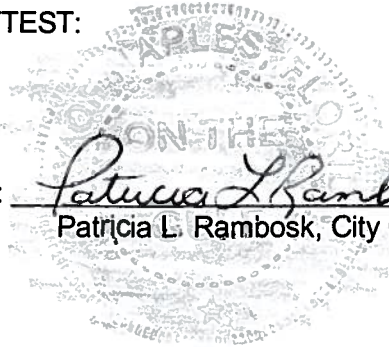
14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization 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
Robert D. Pritt, City Attorney

CONTRACTOR:

Carter Fence Company, Incorporated
3490 Shearwater Street, Suite-E
Attention: **Kenneth D. Carter**, President
FEI/EIN Number: 65-0448418 (State: FL)
A Florida Profit Corporation

By: [Signature]

Its: PRES.

[Signature]

Witness

Damon Smith

Printed Witness Name

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement is those set out in Exhibit A, which is attached and made a part of this Agreement.

END OF EXHIBIT A

BID SPECIFICATIONS

A. SCOPE OF SERVICES

Furnish all materials, labor and equipment for the removal and installation of fencing at the tennis courts located in Cambier Park.

B. AWARD OF BID

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

C. CONTRACT MANAGEMENT

Joe Boscaglia and/or his authorized representative will serve as the City's Contract Manager.

D. LICENSES AND PERMITS

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. All license(s) must be active and in good standing at the time of the bid opening.

E. INSURANCE

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

F. CONDUCT

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

G. CONTRACTORS EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State

standards while working on City, County, or State roads as a sub-contractor of the City.

H. DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

I. SCHEDULING OF WORK

1. All work will be performed Monday through Friday, Saturday and Sunday work may be authorized by the Contract Manager.
2. The Contractor will correct work deficiencies and/or problems pointed out by the Contract Manager within 3 days of notification.

J. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

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

K. NON-PERFORMANCE

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

L. QUALIFICATIONS

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

M. INSPECTION

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

Contract Manager may authorize minor variations from the requirements of the Contract Documents.

N. REJECTING DEFECTIVE WORK

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

O. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1. Contractor shall assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. The contractor upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the Contract Manager. The contractor shall comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with the Contract Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

P. PROTECTION OF OVERHEAD UTILITIES

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall make arrangements with the utility for the

removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

Q. PROTECTION OF UNDERGROUND UTILITIES

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

R. TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A flagman is required when two-way traffic is obstructed by the removal operation.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of the City.

SPECIFICATIONS

Furnish all materials, labor and equipment for the removal and installation of fencing at the tennis courts located in Cambier Park.

Site Conditions: During the project, the Contractor shall keep the work areas free from accumulation of waste materials, rubbish, and debris resulting from the work. At the completion of each work period, the Contractor shall remove all waste materials, rubbish, and debris from the site, and shall leave the site clean. Contractor shall restore to the original condition all property altered by the project.

The work location is to be left in acceptable, safe, and secure condition as to allow for the public to visit and use the tennis courts.

Fence Specifications:

- 1) The contractor shall remove all existing fence and dispose of it.
- 2) The contractor shall install new black vinyl chain link fence.
 - a) Wire – 9 gauge black
 - b) Top Rails – 1 5/8 inch O.D black
 - c) Line Posts – 2 1/2 inch DQ40 black
 - d) Terminal Posts – 3 inch DQ40 black
 - e) All Terminals to include bracing (10 foot H)
 - f) Tension Wire – bottom
 - g) Ties - 9 gauge vinyl
 - h) Post Spacing – 10 feet maximum
 - i) All post to be cemented
 - j) Gate Frames – 1 5/8 inch welded

In addition, 2 options are being requested for pricing:

Option A – Added bottom rail to back of courts

Options B – Use vinyl coated posts

Court #1

Fence Height (in feet) – 3

Linear Feet of Fence (in feet) – 120

Fence Height (in feet) – 10

Linear Feet of Fence (in feet) – 180

Walk Gates – N/A

Drive Thru Gates – N/A

Option A – 80 feet in 40 foot stretch

Court #2

Fence Height (in feet) – 3
Linear Feet of Fence (in feet) – 120

Fence Height (in feet) – 10
Linear Feet of Fence (in feet) – 200

Walk Gates – N/A

Drive Thru Gates – N/A

Option A – 100 feet in 50 foot stretch

Court #3 and 4

Fence Height (in feet) – 3
Linear Feet of Fence (in feet) – 100

Fence Height (in feet) – 10
Linear Feet of Fence (in feet) – 420

Walk Gates – N/A

Drive Thru Gates – 1 set with 8 foot double swing

Option A – 160 foot

Court #5 and 6

Fence Height (in feet) – 3
Linear Feet of Fence (in feet) – 180

Fence Height (in feet) – 10
Linear Feet of Fence (in feet) – 340

Walk Gates – 1 at 4 foot wide

Drive Thru Gates – 1 set with 8 foot double swing

Option A – 160 foot

Court #7 and 8

Fence Height (in feet) – 3
Linear Feet of Fence (in feet) – 180

Fence Height (in feet) – 10
Linear Feet of Fence (in feet) – 340

Walk Gates – 1 at 4 foot wide

Drive Thru Gates – 1 set with 8 foot double swing

Option A – 160 foot

Court #9 and 10

Fence Height (in feet) – 3
Linear Feet of Fence (in feet) – 180

Fence Height (in feet) – 10
Linear Feet of Fence (in feet) – 340

Walk Gates – 1 at 4 foot wide

Drive Thru Gates – 1 set with 8 foot double swing

Option A – 160 foot

Court #11 and 12

Fence Height (in feet) – 3
Linear Feet of Fence (in feet) – 60

Fence Height (in feet) – 10
Linear Feet of Fence (in feet) – 500

Walk Gates – 2 at 4 foot single swing

Drive Thru Gates – 1 set with 8 foot double swing

Option A – 160 foot

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

ADDENDUM NUMBER 1

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
11/14/13	CAMBIER PARK TENNIS COURT FENCE INSTALLATION	14-006	11/27/13 2:00PM

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

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

Below is a REVISED Price Schedule and should be included in your bid submission. The change is to include an extended time pricing as there may be a decision by the City to wait until after tourist season to start the project.

Written comments and questions that have been submitted are below and their answers made part of this solicitation .

- 1) What is the project Cost estimate?

Answer: \$110,000

- 2) Is there a Bid form/materials and quantities list?

Answer: All related information is found in Specifications section starting on 15 of the bid document.

- 3) Will a 5% bid bond be required?

Answer: Please refer to Construction Special Conditions section F on page 12 of the bid document.

- 4) Removal of existing Tennis Court intermediate post, to reduce possible damage to "Court" surface, may be cut off at surface level and filled with cement. New intermediate post to be offset.

Answer: Agree.

- 5) All corner, end and gate post must be completely removed so new post may be set in same location.

Answer: Agree. Any minor damage caused by such removal can be repaired by City staff. Any damage that compromises the bricks and concrete construction of the courts will be contractor's responsibility to repair to its original condition.

- 6) Who will remove existing windscreens and will they be re-installed on new fence?

Answer: City staff will remove existing windscreens.

- 7) Some court surface will be damaged during removal of existing fence and gates. Who will be responsible for repairs?

Answer: Any minor damage caused by such removal can be repaired by City staff. Any damage that compromises the bricks and concrete construction of the courts will be contractor's responsibility to repair to its original condition.

- 8) Specifications call for wire to be 9 gauge "Black Vinyl". Is this to be 9 gauge wire core with a finish of 6 gauge? While this product cost more it is the best for "Tennis Court" fencing.

Answer: Yes, 9 gauge wire core with a finish of 6 gauge.

- 9) A 1 3/4" diamond is most common for "Tennis Court Fencing"

Answer: Yes, 1 3/4 diamond.

- 10) On all frame work for new fencing it was recommended that the product "LG 40 " pipe "Hot Dipped Galvanized " with a heavy mil Thermoplastic coating "Black"

Answer: Yes, on all frame work for new fencing it was recommended that the product "LG 40" pipe "Hot Dipped Galvanized " with a heavy mil Thermoplastic coating "Black".

- 11) All tie wires are to be 9 gauge steel with a "Black Vinyl" finish.

Answer: Yes.

- 12) All post should be set in a round hole three (3) times larger than the circumference of the post and 36" deep in cement.

Answer: Yes.

- 13) Top, brace and mid rails to be LG-40 Pipe "Black Vinyl".

Answer: Yes. Top, brace and mid rails are to be LG-40 Pipe "Black Vinyl".

- 14) It was recommended that all intermediate post where to be 2 1/2" LG-40 "Black Vinyl" and all Terminal post to be 3" LG-40 "Black Vinyl".

Answer: Yes. All intermediate posts are to be 2 1/2" LG-40 "Black Vinyl" and all terminal posts to be 3" LG-40 "Black Vinyl".

- 15) All fittings, it was recommended that they be either "Malleable" or "Pressed Steel" "Black Vinyl" not painted.

Answer: Yes all fittings, are to be either "Malleable" or "Pressed Steel" "Black Vinyl"; not painted.

- 16) Bottom tension wire to be 7 gauge coil spring "Black Vinyl" unless the alternate: 1 5/8" LG-40 pipe "Black Vinyl" is used.

Answer: Yes.

- 17) It was recommended that construction time take one week for every two (2) courts, from demolition to completion before starting next set of two (2) courts.

Answer: Yes.

- 18) It was recommended that no heavy equipment or truck traffic be allowed on sidewalks or grass areas.

Answer: Yes.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B, which is attached and made part of this Agreement.

END OF EXHIBIT B

* CARTER FENCE CO., INC.

REVISED PRICE SCHEDULE

<i>Court Number</i>	<i>Standard Fence Price</i>	<i>Option A Price</i>	<i>Option B Price</i>
1	\$ <u>10,534.00</u>	\$ <u>10,854.00</u>	\$ <u>10,534.00</u>
2	\$ <u>10,435.00</u>	\$ <u>10,835.00</u>	\$ <u>10,435.00</u>
3 and 4	\$ <u>20,119.00</u>	\$ <u>20,759.00</u>	\$ <u>20,119.00</u>
5 and 6	\$ <u>20,029.00</u>	\$ <u>20,669.00</u>	\$ <u>20,029.00</u>
7 and 8	\$ <u>19,842.00</u>	\$ <u>20,482.00</u>	\$ <u>19,842.00</u>
9 and 10	\$ <u>20,120.00</u>	\$ <u>20,760.00</u>	\$ <u>20,120.00</u>
11 and 12	\$ <u>22,455.00</u>	\$ <u>23,095.00</u>	\$ <u>22,455.00</u>
Total Cost for 12/13 Start Date	\$ <u>123,534.00</u>	\$ <u>127,454.00</u>	\$ <u>123,534.00</u>
Total Cost for 6/14 Start Date	\$ <u>126,484.00</u>	\$ <u>130,404.00</u>	\$ <u>126,484.00</u>

Exhibit A – Pre-Bid Attendees List

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 **President of the Carter Fence Company, Incorporated** ("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 8 day of April, 2014.

By:  _____

ACKNOWLEDGMENT

STATE OF Florida

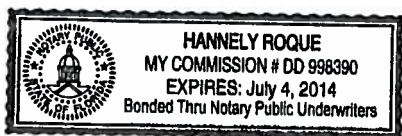
COUNTY OF collier

SWORN TO AND SUBSCRIBED before me this 8 day of April, 2014.

The Affiant, _____, 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.

Hannely Roque

Print Name:



NOTARY PUBLIC – STATE
OF Florida

Commission Number: DD 998390

My Commission Expires: July 04, 2014

(Notary Seal)