

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

**Bid/Proposal No.**                      **FWQ 15-016**

**Clerk Tracking No.**                 15-00019

**Project Name:**                        **Remodeling Building Department**

THIS AGREEMENT (the "Agreement") is made and entered into this <sup>17<sup>th</sup></sup> ~~18<sup>th</sup>~~ day of February, 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Vantage Construction Services, LLC a Florida Limited Liability Company**, located at: **8801 College Parkway, Suite 2; Fort Myers, Florida 33919** (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 an (FWQ) **Formal Written Quote No. 15-016** for provision of those services; and

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

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

**ARTICLE ONE  
CONTRACTOR'S RESPONSIBILITY**

- 1.1. The Services to be performed by CONTRACTOR are generally described as **Remodeling Building Department** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.
- 1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.
- 1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, 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 employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies 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, sub-consultants 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 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 **substantial completion of 60 days from the Notice to Proceed and Final Completion of 15 days from Substantial Completion. Project Close Out shall be performed within 30 days of Final Completion.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of

such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

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

3.5 Liquidated Damages: (N/A) Not applicable to this Agreement.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety (check) one

\_\_\_\_\_ has been recorded in the public records of the County,  
\_\_\_\_\_ prior to commencement of work, will be recorded in the public records of the County, or  
XXX is waived.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is **\$61,597.00** 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:

Vantage Construction Services, LLC  
8801 College Parkway, Suite 2  
Fort Myers, Florida 33919  
Attention: **Trent Swartz**, President  
FEI/EIN Number: 47-1959369 (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**.

14.8. To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

#### **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. Rambosk*  
Patricia L. Rambosk, 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:

Vantage Construction Services, LLC  
8801 College Parkway, Suite 2  
Fort Myers, Florida 33919  
Attention: **Trent Swartz**, President  
FEI/EIN Number: 47-1959369 (State: FL)  
A Florida Limited Liability Company

*Genard Secory*  
Witness  
*Genard Secory*  
Printed Witness Name

By: *Trent Swartz*  
Its: *President*

(CORPORATE SEAL)



**EXHIBIT A**

**SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement are included in Exhibit A-1 which is attached and made a part of this Agreement and those set out in the Vendor's Submittal of (FWQ) Formal Written Quote No.15-016, titled General Contractors for Remodeling Building Department herein attached to Exhibit A-1 and made a part of this Agreement.**

**END OF EXHIBIT A**

15-016 General Contractors for Remodeling Building Department - FWQ						
1/23/2015						
Line Item	OneSource Construction		Vantage Constuction		DEC Contacting Group	
	Unit of Measure	Total	Unit of Measure	Total	Unit of Measure	Total
1 Phase 1 Work	Lump Sum	\$ 20,730.00	Lump Sum	\$ 25,214.00	Lump Sum	\$ 24,790.00
2 Phase 2 Work	Lump Sum	\$ 42,461.00	Lump Sum	\$ 36,383.00	Lump Sum	\$ 49,430.00
4 TOTAL		\$ 63,191.00		\$ 61,597.00		\$ 74,220.00



**City of Naples**

**REQUEST FOR (FWQ) FORMAL WRITTEN QUOTES**  
**FWQ No. 15-016 - General Contractors for Remodeling Building Department**

**FWQ'S ARE DUE ON/BEFORE 5:00 PM, 01/23/2015**

**Minimum time frame 3-full business days**

**PRODUCT (COMMODITY) / SCOPE OF SERVICES:**

The City is seeking a contractor to provide remodeling and alterations to the Building Department/Community Development Building second floor offices. Services shall be provided in two (2) phases as detailed on the following drawings:  
 Phase 1 Work: A100, A101, D100, D101. Phase 2 Work: A100, A101, A102, A103, D100, D101, D102, D103

**REQUEST COMMODITY CODE(S):**

910-65 910-52 910-06 909-63

**DEPARTMENT INFO / DELIVERY ADDRESS, ETC:**

Building Department/Community Development  
 295 Riverside Circle  
 Naples, FL 34102

**SPECIAL CONDITIONS:**

1. **Award:** An award, if any, will be made to the lowest responsive and responsible vendor capable of providing the product and/or service.
2. **Price:** Will remain firm for the contract period. Annual Agreement pricing will remain the same through 09/30/2015 with four 1-year renewal options upon mutual agreement between the CITY and the VENDOR. The pricing schedule shall be inclusive of any freight, transportation, handling, delivery, surcharges, or any other incidental charges. The pricing shall be exclusive of any Federal or State taxes, as the City of Naples is exempt from payment of such taxes, unless otherwise stated in this solicitation. The City will not be obligated to pay any sales tax, and the overall pricing schedule shall be completed accordingly.
3. **Payment:** Shall be made after satisfactory completion of the delivery or work.
4. **Respondents:** Before submitting a FWQ, respondent shall become fully informed as to the extent and character of the product and/or work and shall carry all required license(s) of the City, County, State and Federal Government if applicable. It is understood by the respondent that the submission of a FWQ is agreement with all conditions referred to herein.
5. **IRS Form:** Submit signed IRS W-9 form. Latest version (August 2013).
6. **Insurance:** Shall be provided by Awarded Vendor prior to the start of work.
7. **References:** City reserves the right to request references with whom your company has provided stated products and/or services within the last 2 years.
8. **Submittal:** Submit all pages of the FWQ with Vendor name and signature.

Company Name Vantage Construction Services, LLC

Authorized Signature \_\_\_\_\_

9. **Other:** All products and/or materials shall be new, and shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the item or materials are received, inspected, and accepted by a representative of the City.

**Specifications:**

This is a City of Naples project. Vendors are to provide the remodeling and alteration work listed in the attached documents within the pricing schedule to 295 Riverside Circle, Naples, FL 34102. Monday through Saturday (except holidays); 7:00am to 7:00pm. Please include a copy of your General Contractor's license, and a signed and dated IRS W-9 form. The vendor will be responsible for the appropriate Building Permit. Please refer to the technical drawing included under separate cover. The technical drawings include: Phase 1 Work: A100, A101, D100, D101. Phase 2 Work: A100, A101, A102, A103, D100, D101, D102, D103. Also to be included for each office: Two (2) Data Outlets, Two (2) Duplex Outlets, and One (1) Telephone Outlet.

Upon staff's evaluation of quote responses, awards are also intended to be made to one or multiple vendors which would be in the best interests of the City.

**FWQ No. 15-016 - General Contractors for Remodeling Building Department**

**SECTION A: PRICING SCHEDULE**

Item No.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT COST	LINE ITEM COST
1	Phase 1 work - Documents: A100, A101, D100, D101	1	Lump Sum		\$25,214.00
2	Phase 2 work - Documents: A100, A101, A102, A103, D100, D101, D102, D103	1	Lump Sum		\$36,383.00
3					
4					
5					
<b>TOTAL FWQ COST:</b>					<b>\$61,597.00</b>

The pricing above are used for price comparisons for contract award evaluation. Quoted price amount is to be inclusive of all fees and expenses.

**SECTION B: (FWQ) FORMAL WRITTEN QUOTE SUBMISSION INFORMATION**

**FWQ'S ARE DUE ON/BEFORE 5:00 PM, 01/23/2015**

**Minimum time frame 3-full business days**

- **Delivery FWQ to:** City of Naples; Purchasing Division; 735 8th Street S.; Naples, FL 34102
- **Email To:** [purchasing@naplesgov.com](mailto:purchasing@naplesgov.com)
- **Fax to:** (239) 213-7105
- **Questions:** Email preferred. Contact: Greg Givens at (239) 213-7101

**SECTION C: VENDOR / RESPONDENT INFORMATION**

Company Representative Signature: 

Printed Name and Title: Trent Swartz, President

Company Name: Vantage Construction Services, LLC FEI/EIN Number: 47-1959369

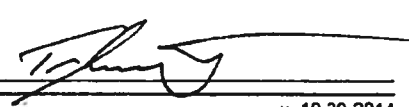
Full Address: 8801 College Parkway, Suite 2, Fort Myers, FL 33919

Telephone: 239-313-6603 Email: trent@vantageconstructionllc.com

Company Name: Vantage Construction Services, LLC Authorized Signature: 

**PURCHASE ORDER TERMS AND CONDITONS**

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on this Purchase Order.
2. **Acceptance of Goods.** Acceptance of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
3. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods as provided for in Florida Statute Section 218.70 known as the Florida Prompt Payment Act after the goods are received and accepted by Buyer.
4. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered and inspected, and accepted at the delivery address as stated on the front of this Purchase Order.
5. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods.
6. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
7. **Warranty of Title.** Seller warrants that the Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.
9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.
10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim.
11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.
12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Purchase Order and its interpretation, and that all the definitions contained therein will be applicable to this Purchase Order except where this Purchase Order may expressly provide otherwise.
13. **Bid Documents.** If this Purchase Order is the result of an Invitation to Bid, or Request for Proposals the terms and conditions of the Bid or Proposal Documents shall apply.
14. **Notices and Address of Record.** All notices required or made pursuant to this Purchase Order to be given by Seller to Buyer shall be in writing and shall be delivered to the following:  
The resulting contract will commence on award and be in effect until completion of the project.

Company Name: Vantage Construction Services, LLCAuthorized Signature \_\_\_\_\_  


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

**QUOTE CLARIFICATION 1**

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
01/15/15	General Contractors for Remodeling Building Department	15-016	01/23/2015 5:00PM

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

**The following clarifications based on written submitted questions are issued for the referenced quote solicitation.**

**1) We would like to arrange a site visit, just tell us when is a good moment.**

**ANSWER:** Site visits can be made from 8am to 4pm Monday thru Friday. Please contact Craig Mole', Chief Building Official, at 239-213-5008 for an appointment. Existing plans can be viewed at time of walk thru and copies can be made as needed.

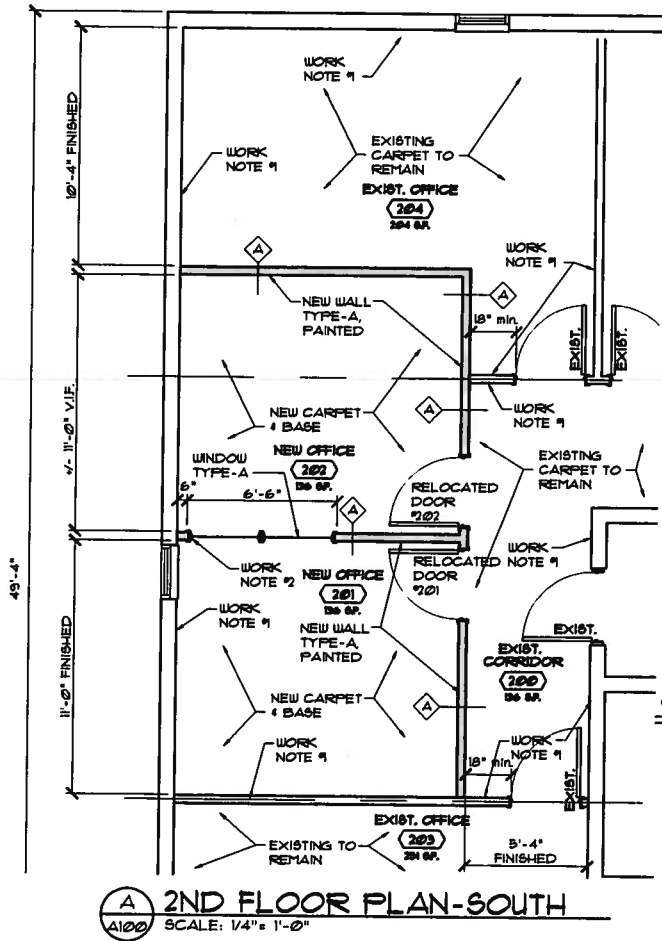
**2) Per the plans: they identify new carpet and base. Are there specifications for the carpet and base?**

**ANSWER:** The Department project manager is indicating a standard 4" high resilient base. Carpet should be broadloom glue down and is budgeted at \$40 per yard installed.

**3) The documents state for a "General Contractor" however we are state certified as Building Contractors and would like to know if we are able to qualify for bidding this project?**

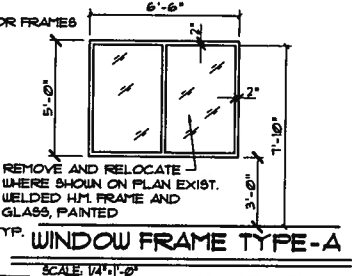
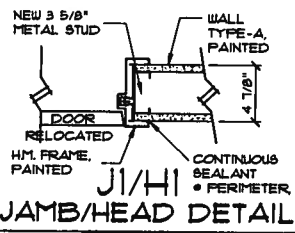
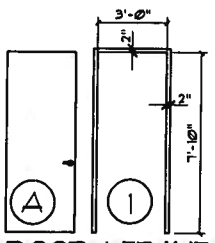
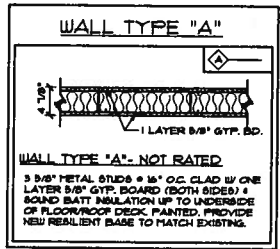
**ANSWER:** Yes.

**###**



**WORK NOTES:**

**WORK NOTE #1:** FLASH PATCH ALL HOLES AND DAMAGED AREAS OF EXISTING WALLS AND PROVIDE NEW 2 COATS PAINT & REMOVE & INSTALL NEW RESILIENT BASE TO MATCH EXISTING IN ALL WORK AREAS.



**DOOR SCHEDULE**

DOOR HARDWARE: REUSE EXISTING OFFICE DOOR HARDWARE ON RELOCATED DOORS

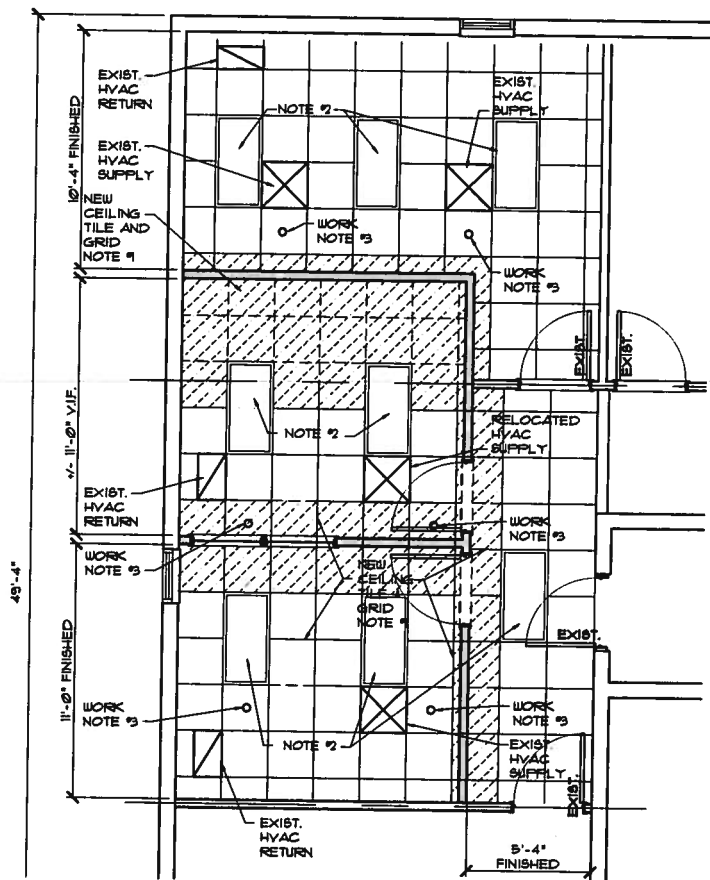
DOOR NO.	FROM	TO	SIZE			TYPE	MATERIAL: EXIST. RELOCATED	HAND	LABEL RATING	FRAMES		
			WIDTH	HEIGHT	TH.					TYPE	HEAD/JAMB DETAIL NUMBERS	MATERIAL
201	200	201	3'-0"	7'-10"	1 3/4"	A	MATERIAL	RH	1	1	H/JI	HT
202	200	202	3'-0"	7'-10"	1 3/4"	A	MATERIAL	LH	1	1	H/JI	HT

**City of Naples Florida**  
Community Development

295 Riverside Drive  
Naples, FL 34102  
PHONE: (239) 213-5020

**SECOND FLOOR PLAN**  
COMMUNITY DEVELOPMENT BUILDING  
INTERIOR RENOVATIONS  
NAPLES, FL 34102

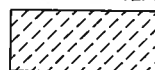
PHASE 1  
**A100**



**A**  
**A101** 2ND FLOOR CEILING PLAN-SOUTH  
SCALE: 1/4" = 1'-0"

**WORK NOTES:**

**WORK NOTE #1:** WHERE EXISTING CEILING WAS REMOVED TO PROVIDE NEW SCOPE OF WORK, PROVIDE NEW ACOUSTICAL GRID AND TILE TO MATCH EXISTING REMOVED. TILE MAY BE RE-USED IF IN GOOD CONDITION.



**WORK NOTE #2:** NEW/RE-LOCATED EXIST. LIGHTS, REUSE/REWIRE CIRCUITING AS REQUIRED FOR NEW LIGHTING LAYOUT. SAVE AND RELOCATE/REUSE LIGHTS IF IN GOOD CONDITION.

**WORK NOTE #3:** EXISTING SPRINKLER LOCATIONS ARE SHOWN ON PLAN. CONTRACTOR SHALL RELOCATE AND PROVIDE NEW AS REQUIRED TO MEET ALL REQUIREMENTS OF THE 2010 FLORIDA BUILDING CODES.

City of Naples  
Florida  
Community Development

285 Riverside Drive  
Naples, FL 34102  
PHONE (239) 213-6020

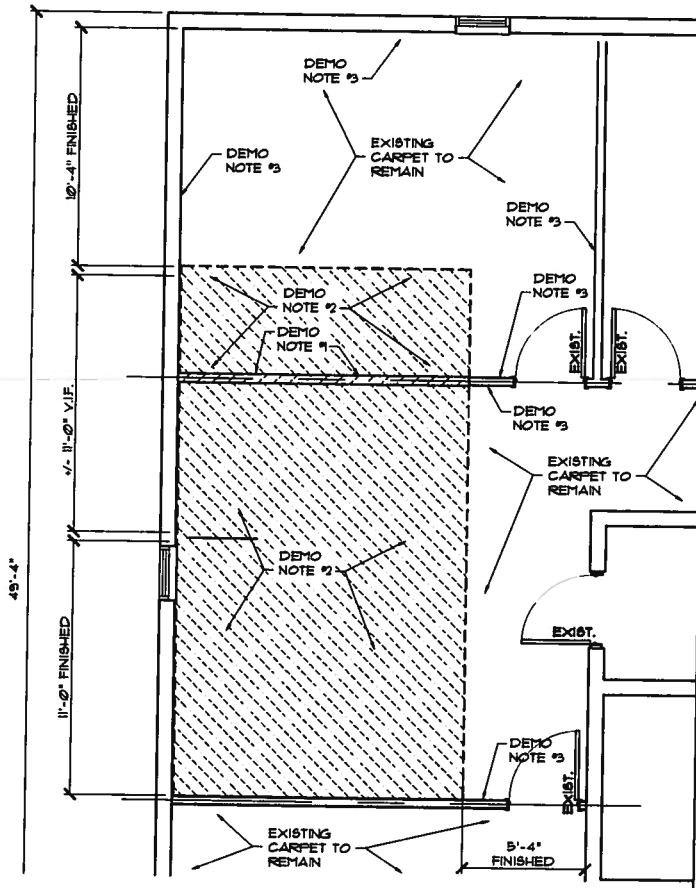
REFLECTED  
CEILING PLAN

PROJECT TITLE  
COMMUNITY DEVELOPMENT BUILDING  
INTERIOR RENOVATIONS  
NAPLES, FL 34102

DATE	BY
DATE	BY
DATE	BY
DATE	BY

PHASE 1  
**A101**





**A**  
**D100**  
**2ND FLOOR DEMO PLAN-SOUTH**  
SCALE: 1/4" = 1'-0"

**DEMO NOTES:**

- DEMO NOTE #1:** REMOVE EXISTING WALL CONSTRUCTION FULL HEIGHT INCLUDING GYP. BD. & METAL STUDS, RESILIENT BASE & ALL MISC. ASSOCIATED MATERIALS.
- DEMO NOTE #2:** REMOVE EXIST. CARPET AND PREPARE/FLASH PATCH FLOOR AS REQUIRED TO INSTALL NEW CARPET.
- DEMO NOTE #3:** REMOVE EXISTING BASE AND PATCH WALL SMOOTH AS REQUIRED TO INSTALL NEW BASE.

**GENERAL NOTES:**

1. G.C. SHALL FIELD VERIFY ALL EXIST. CONSTRUCTION SCHEDULED FOR DEMOLITION TO DETERMINE ALL QUANTITIES & EXISTING CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY OWNER OF ANY INCONSISTENCIES OR INADEQUATE DESCRIPTIONS OF WORK A MINIMUM OF (1) ONE WEEK PRIOR TO BID.
2. ALL WORK NOTED SHALL BE BY THE GENERAL CONTRACTOR UNLESS OTHERWISE NOTED.
3. COORDINATE ALL WORK WITH SUB CONTRACTORS.
4. COORDINATE ALL NEW POWER/DATA/PHONE LOCATIONS WITH OWNER PRIOR TO INSTALLATION.
5. MATERIALS, DETAILS AND WORK PRACTICES INDICATED ON ONE PORTION OF THE CONTRACT DOCUMENTS SHALL BE OF THE SAME NATURE AT THE SAME OR SIMILAR SITUATIONS SHOWN ON THE DRAWINGS, EXCEPT WHERE OTHERWISE NOTED.
6. WHEN EXISTING CONSTRUCTION IS REMOVED, DAMAGED, DISTURBED, REPLACED OR RENOVATED IN ANY WAY CONTRACTOR SHALL PROVIDE PATCHING, PAINTING AND NEW MATERIALS OF THE SAME TYPE AND QUALITY AS TO MATCH EXISTING ADJACENT SURFACES AS NECESSARY TO PROVIDE AN EVEN CONTINUOUS FINISH.
7. DURING CONSTRUCTION WORK KEEP CLEAN AND PROTECT ALL EXISTING CONSTRUCTION TO REMAIN. LEGALLY REMOVE AND DISPOSE OF ALL DEBRIS AND ALL OTHER WASTE MATERIAL RESULTING FROM CONSTRUCTION FROM SITE.
8. ALL NEW WORK SHALL BE LEVEL AND SQUARE. SCRIBE ALL NEW WORK TO EXISTING. PROVIDE ALL BLOCKING AND SHIMMING NECESSARY FOR THE INSTALLATION OF NEW WORK.

**City of Naples  
Florida**  
*Community Development*

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295 Riverside Drive  
Naples, FL 34102  
PHONE: (239) 213-6020

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**DEMOLITION PLAN**

PROJECT TITLE: **COMMUNITY DEVELOPMENT BUILDING  
INTERIOR RENOVATIONS**  
NAPLES, FL 34102

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DATE:	DATE:	DATE:	DATE:
DESIGNED BY:	CHECKED BY:	DATE:	DATE:
DRAWN BY:	DATE:	DATE:	DATE:

---

**PHASE 1**

**D100**

### DEMO NOTES:

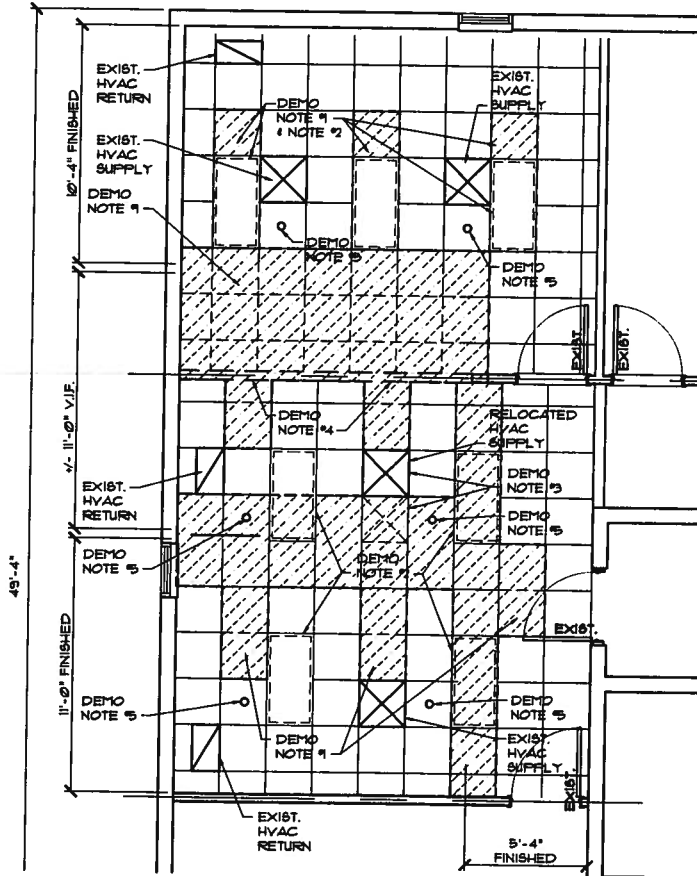
**DEMO NOTE #1:** REMOVE EXIST. SUSPENDED CEILING CONSTRUCTION INCLUDING GRID, ACOUSTICAL CEILING TILES, HANGERS, FASTENERS & ALL ASSOCIATED MATERIALS. PROVIDE SUPPORTS & HANGERS AS REQUIRED TO MAINTAIN CEILING CONSTRUCTION TO REMAIN. EXISTING SPRINKLER HEADS TO REMAIN. SAVE AND REUSE TILE IF IN GOOD CONDITION.

**DEMO NOTE #2:** REMOVE EXIST. LIGHTS. REUSE/REWIRE CIRCUITING AS REQUIRED FOR NEW LIGHTING LAYOUT. SAVE AND RELOCATE/REUSE LIGHTS IF IN GOOD CONDITION.

**DEMO NOTE #3:** REMOVE AND RELOCATE EXISTING DIFFUSER AND FLEX DUCT WHERE NOTED.

**DEMO NOTE #4:** REMOVE EXISTING WALL CONSTRUCTION FULL HEIGHT INCLUDING GYP. BD. & METAL STUDS, RESILIENT BASE & ALL MISC. ASSOCIATED MATERIALS.

**DEMO NOTE #5:** EXISTING SPRINKLER LOCATIONS ARE SHOWN ON PLAN. CONTRACTOR SHALL RELOCATE AND PROVIDE NEW AS REQUIRED TO MEET ALL REQUIREMENTS OF THE 2010 FLORIDA BUILDING CODES.



**A**  
**D101** 2ND FLOOR CEILING DEMO PLAN-SOUTH  
SCALE: 1/4" = 1'-0"

**City of Naples  
Florida**  
*Community Development*

---

295 Riverside Drive  
Naples, FL 34102  
PHONE (239) 213-5020

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**CEILING  
DEMOLITION PLAN**

PROJECT USE: COMMUNITY DEVELOPMENT BUILDING  
INTERIOR RENOVATIONS  
NAPLES, FL 34102

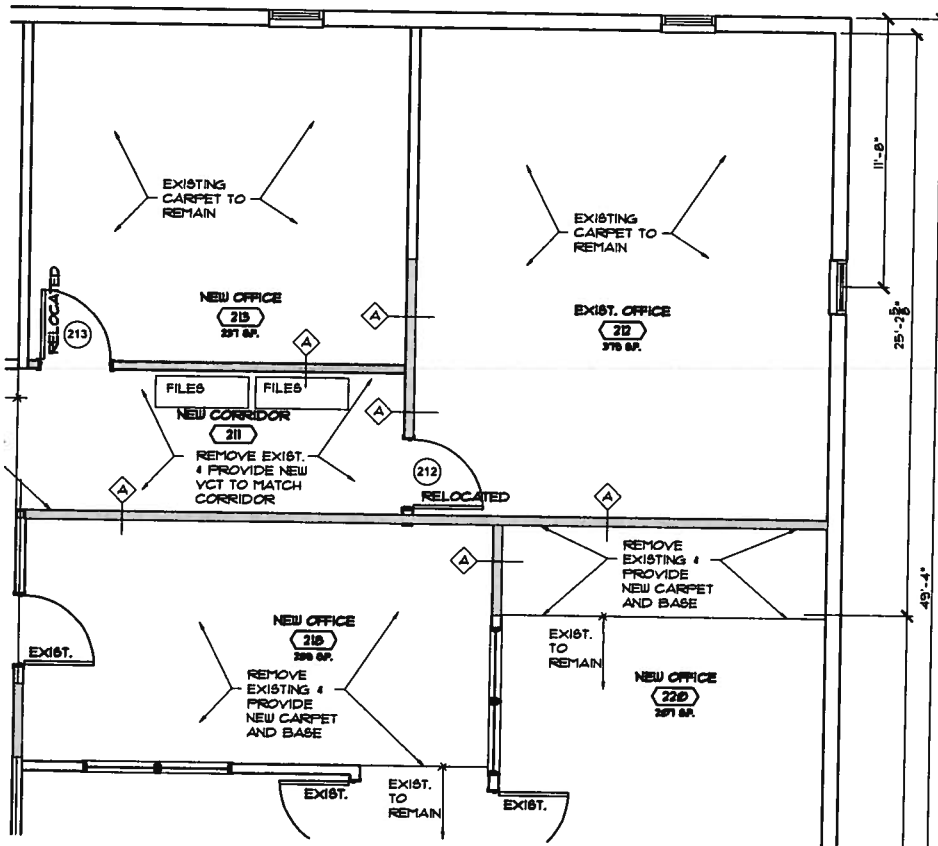
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Scale	Date	Sheet no.
Title	Drawn by	Checked by
Project no.	Date	Project no.

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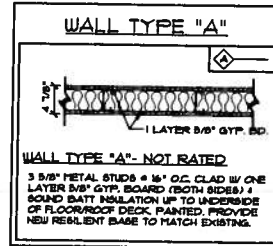
**PHASE 1**

**D101**



**A** 2ND FLOOR PLAN-NORTH  
A100 SCALE: 1/4" = 1'-0"

**WORK NOTES:**  
**WORK NOTE #1:** FLASH PATCH ALL HOLES AND DAMAGED AREAS OF EXISTING WALLS AND PROVIDE NEW 2 COATS PAINT & REMOVE & INSTALL NEW RESILIENT BASE TO MATCH EXISTING AT ALL WORK AREAS.



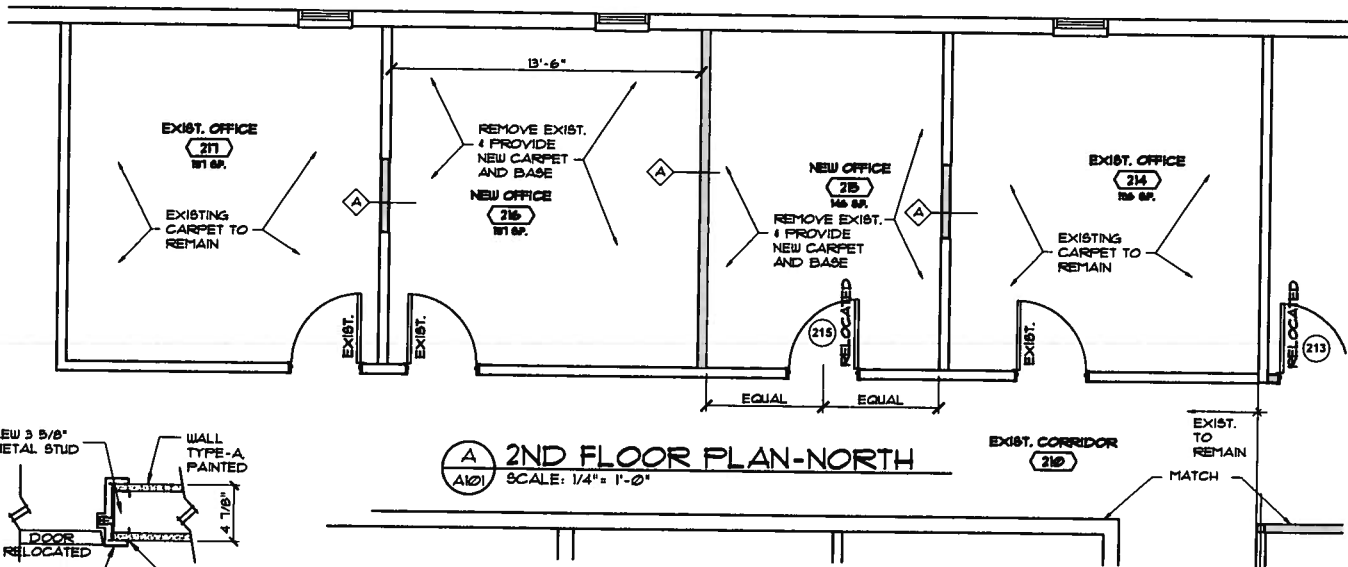
City of Naples  
Florida  
Community Development

295 Riverside Drive  
Naples, FL 34102  
PHONE (239) 213-6020

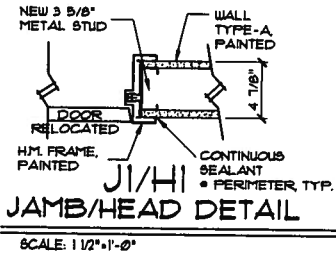
Project Title:  
**SECOND FLOOR PLAN**  
Project Use:  
**COMMUNITY DEVELOPMENT BUILDING INTERIOR RENOVATIONS**  
NAPLES, FL 34102

Phase:  
**PHASE 2**

Sheet #:  
**A100**

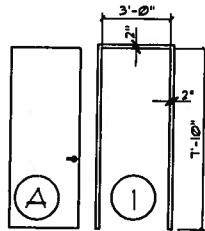


**2ND FLOOR PLAN-NORTH**  
SCALE: 1/4" = 1'-0"



DOOR HARDWARE, REUSE EXISTING OFFICE DOOR HARDWARE ON RELOCATED DOORS

DOOR NO.	FROM	TO	SIZE			TYPE	MATERIAL:	HAND	LABEL RATING	FRAMES	
			WIDTH	HEIGHT	TH.					TYPE	MATERIAL
212	210	212	3'-0"	7'-10"	1 3/4"	A	EXIST. RELOCATED	RH	1	H1/J1	H1
213	210	213	3'-0"	7'-10"	1 3/4"	A	EXIST. RELOCATED	LH	1	H1/J1	H1
215	210	215	3'-0"	7'-10"	1 3/4"	A	EXIST. RELOCATED	RH	1	H1/J1	H1



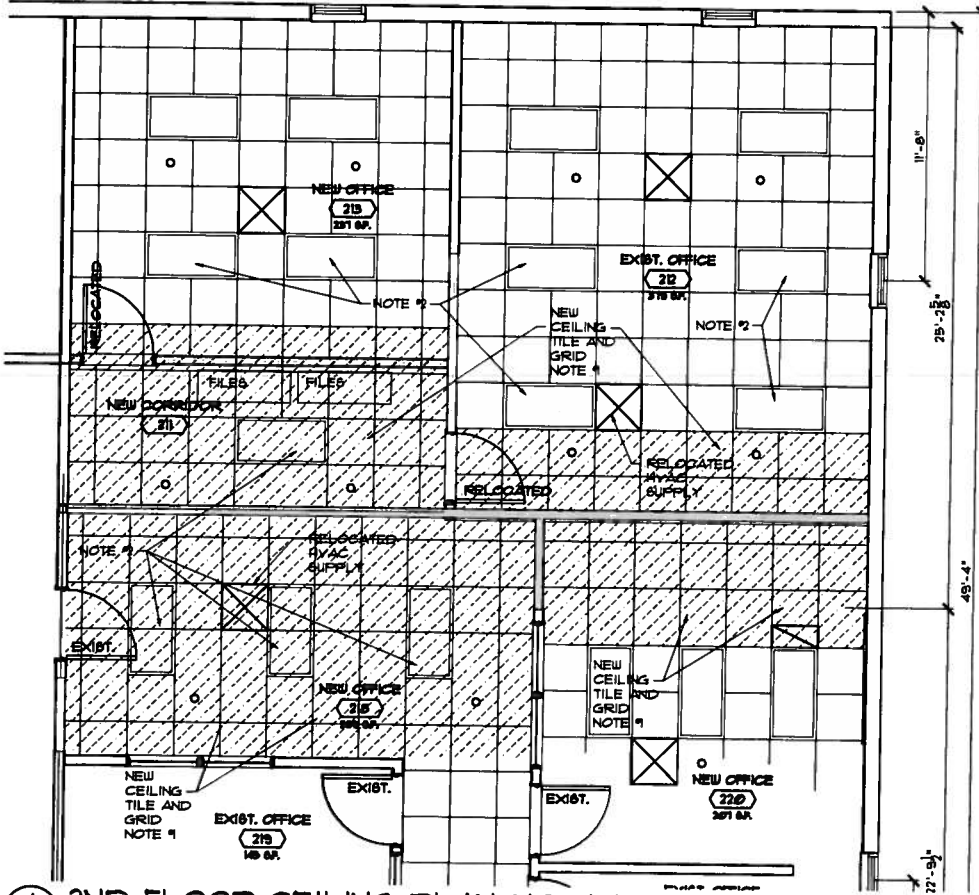
**City of Naples Florida**  
Community Development

295 Riverside Drive  
Naples, FL 34102  
PHONE (239) 213-6020

**SECOND FLOOR PLAN**

PROJECT USE: COMMUNITY DEVELOPMENT BUILDING INTERIOR RENOVATIONS  
NAPLES, FL 34102

PHASE 2  
**A101**



**A**  
A102 2ND FLOOR CEILING PLAN-NORTH  
SCALE: 1/4" = 1'-0"

**WORK NOTES:**

**WORK NOTE #1:** WHERE EXISTING CEILING WAS REMOVED TO PROVIDE NEW SCOPE OF WORK, PROVIDE NEW ACOUSTICAL GRID AND TILE TO MATCH EXISTING REMOVED. TILE MAY BE RE-USED IF IN GOOD CONDITION.

**WORK NOTE #2:** NEW/RELOCATED EXIST. LIGHTS, REUSE/REWIRE CIRCUITING AS REQUIRED FOR NEW LIGHTING LAYOUT. SAVE AND RELOCATE/REUSE LIGHTS IF IN GOOD CONDITION.

**WORK NOTE #3:** EXISTING SPRINKLER LOCATIONS ARE SHOWN ON PLAN. CONTRACTOR SHALL RELOCATE AND PROVIDE NEW AS REQUIRED TO MEET ALL REQUIREMENTS OF THE 2010 FLORIDA BUILDING CODES.

**City of Naples  
Florida**  
*Community Development*

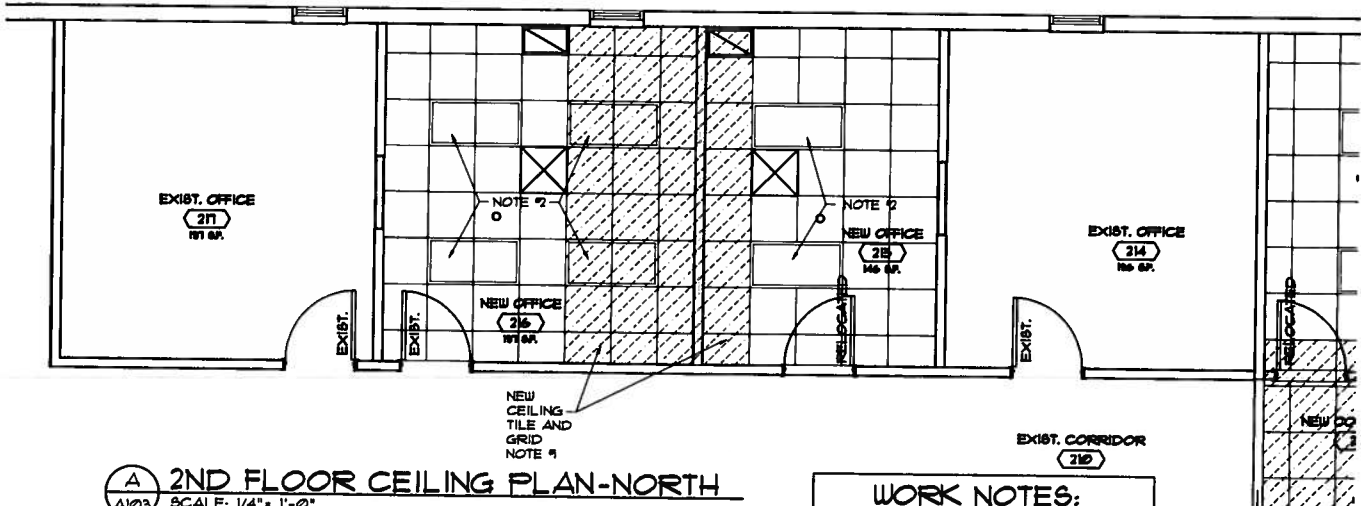
205 Riverside Drive  
Naples, FL 34102  
PHONE: (239) 213-5020

**REFLECTED  
CEILING PLAN**

PROJECT TITLE: **COMMUNITY DEVELOPMENT BUILDING  
INTERIOR RENOVATIONS**  
NAPLES, FL 34102

DATE	BY	CHECKED	DATE

Sheet no. **PHASE 2  
A102**



**A** 2ND FLOOR CEILING PLAN-NORTH  
A103 SCALE: 1/4" = 1'-0"

**WORK NOTES:**

**WORK NOTE #1:** WHERE EXISTING CEILING WAS REMOVED TO PROVIDE NEW SCOPE OF WORK, PROVIDE NEW ACOUSTICAL GRID AND TILE TO MATCH EXISTING. REMOVED TILE MAY BE RE-USED IF IN GOOD CONDITION.

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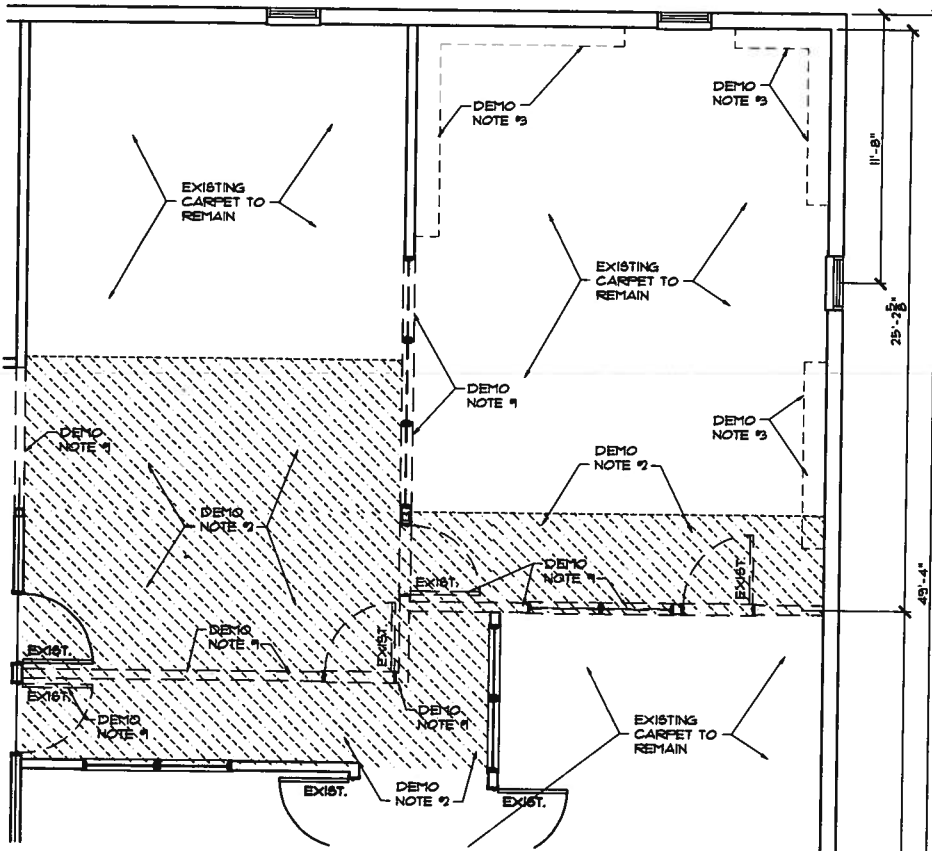
City of Naples  
Florida  
Community Development

295 Riverside Drive  
Naples, FL 34102  
PHONE: (239) 213-5020

REFLECTED  
CEILING PLAN

PROJECT TITLE:  
COMMUNITY DEVELOPMENT BUILDING  
INTERIOR RENOVATIONS  
NAPLES, FL 34102

PHASE 2  
**A103**



**A** 2ND FLOOR DEMO PLAN-NORTH  
D100 SCALE: 1/4" = 1'-0"

**DEMO NOTES:**

**DEMO NOTE #1:** REMOVE EXISTING WALL CONSTRUCTION FULL HEIGHT INCLUDING GYP. BD. & METAL STUDS, RESILIENT BASE & ALL MISC. ASSOCIATED MATERIALS.

**DEMO NOTE #2:** REMOVE EXIST. CARPET & BASE AND PREPARE/FLASH PATCH FLOOR AS REQUIRED TO INSTALL NEW CARPET.

**DEMO NOTE #3:** REMOVE EXISTING WALL MOUNTED MILLWORK BASE & WALL CABINETS, RELOCATE AND INSTALL WHERE DIRECTED BY OWNER

**GENERAL NOTES:**

1. G.C. SHALL FIELD VERIFY ALL EXIST. CONSTRUCTION SCHEDULED FOR DEMOLITION TO DETERMINE ALL QUANTITIES & EXISTING CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY OWNER OF ANY INCONSISTENCIES OR INADEQUATE DESCRIPTIONS OF WORK A MINIMUM OF (1) ONE WEEK PRIOR TO BID.

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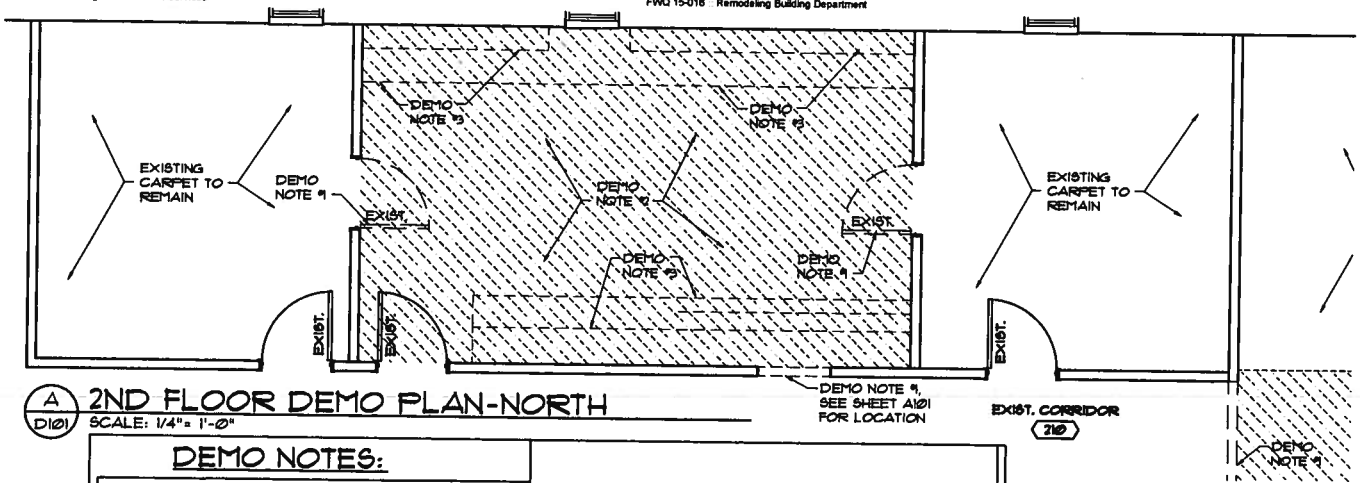
City of Naples  
Florida  
Community Development

295 Riverside Drive  
Naples, FL 34102  
PHONE (239) 213-8020

DEMOLITION PLAN  
PROJECT TITLE: COMMUNITY DEVELOPMENT BUILDING  
INTERIOR RENOVATIONS  
NAPLES, FL 34102

DATE	BY	REVISION

PHASE 2  
**D100**



**(A) 2ND FLOOR DEMO PLAN-NORTH**  
D101 SCALE: 1/4" = 1'-0"

**DEMO NOTES:**

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**GENERAL NOTES:**

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**City of Naples Florida**  
Community Development

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PHONE: (239) 213-6020

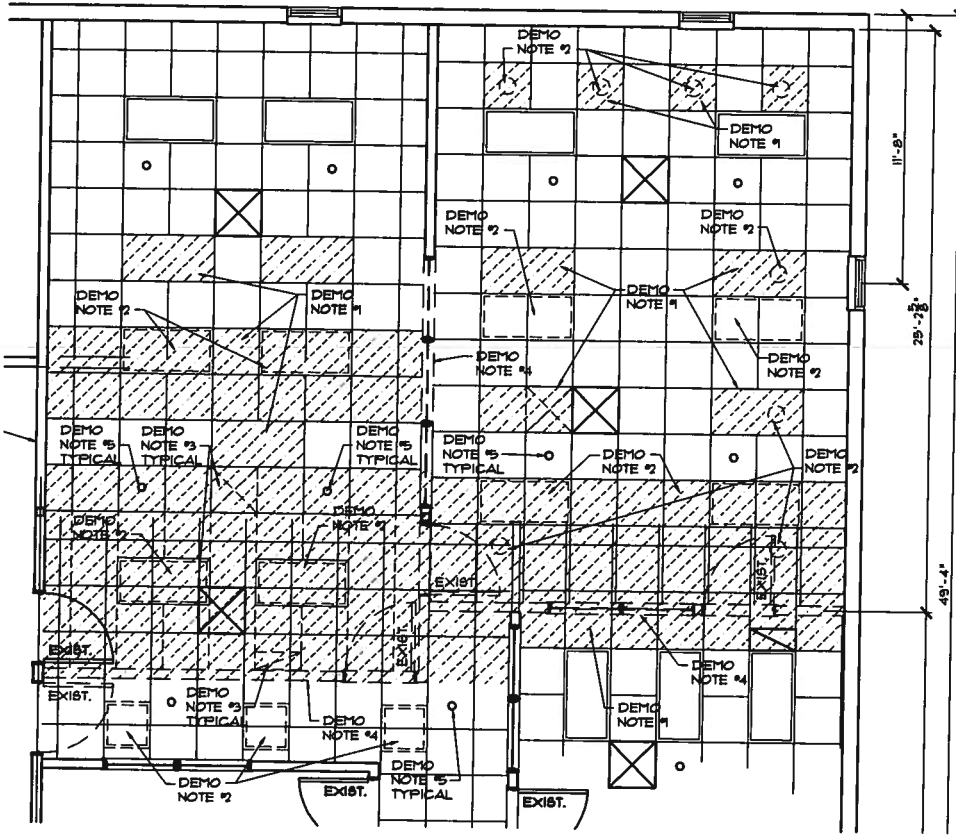
**DEMOLITION PLAN**

PROJECT: COMMUNITY DEVELOPMENT BUILDING INTERIOR RENOVATIONS  
NAPLES, FL 34102

DATE	BY	REVISION

**PHASE 2**  
**D101**





**DEMO NOTES:**

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**A** 2ND FLOOR CEILING DEMO PLAN-NORTH  
D102 SCALE: 1/4" = 1'-0"

**City of Naples  
Florida**  
Community Development

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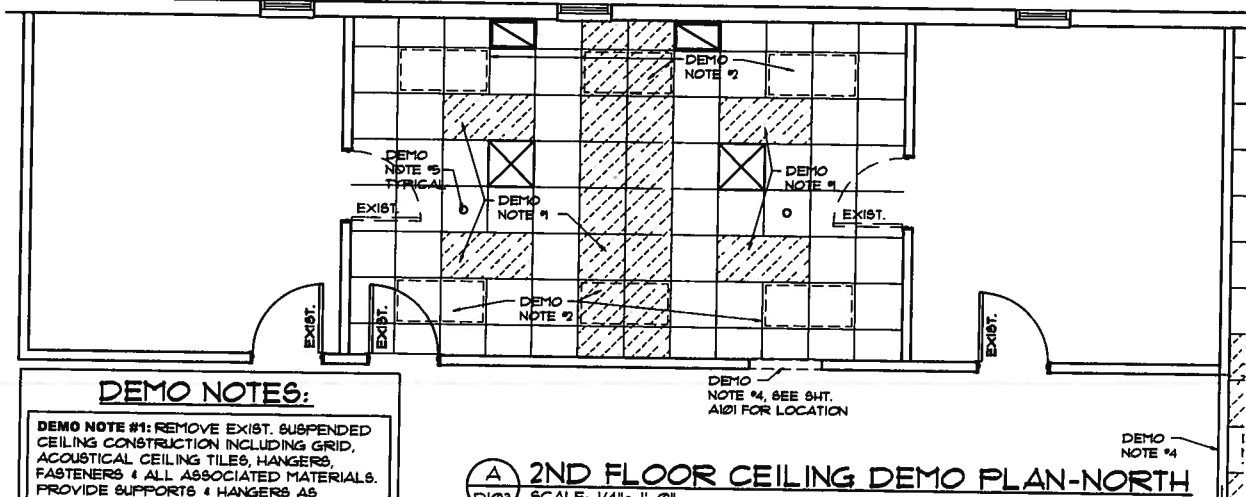
**CEILING  
DEMOLITION PLAN**

PROJECT: COMMUNITY DEVELOPMENT BUILDING  
INTERIOR RENOVATIONS  
NAPLES, FL 34102

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**PHASE 2**

**D102**



**DEMO NOTES:**

**DEMO NOTE #1:** REMOVE EXIST. SUSPENDED CEILING CONSTRUCTION INCLUDING GRID, ACOUSTICAL CEILING TILES, HANGERS, FASTENERS & ALL ASSOCIATED MATERIALS. PROVIDE SUPPORTS & HANGERS AS REQUIRED TO MAINTAIN CEILING CONSTRUCTION TO REMAIN. EXISTING SPRINKLER HEADS TO REMAIN. SAVE AND REUSE TILE IF IN GOOD CONDITION.

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**A 2ND FLOOR CEILING DEMO PLAN-NORTH**  
D103 SCALE: 1/4" = 1'-0"

<b>City of Naples Florida</b> Community Development	
255 Riverside Drive Naples, FL 34102 PHONE (239) 213-6020	
SHEET TITLE <b>CEILING DEMOLITION PLAN</b>	PROJECT TITLE <b>COMMUNITY DEVELOPMENT BUILDING INTERIOR RENOVATIONS NAPLES, FL 34102</b>
DRAWN BY DATE	CHECKED BY DATE
PROJECT NO.	SHEET NO.
<b>PHASE 2</b> <b>D103</b>	

**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.

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

**FWQ No. 15-016 - General Contractors for Remodeling Building Department**

**SECTION A: PRICING SCHEDULE**

Item No.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT COST	LINE ITEM COST
1	Phase 1 work - Documents: A100, A101, D100, D101	1	Lump Sum		\$25,214.00
2	Phase 2 work - Documents: A100, A101, A102, A103, D100, D101, D102, D103	1	Lump Sum		\$36,383.00
3					
4					
5					
<b>TOTAL FWQ COST:</b>					<b>\$61,597.00</b>

**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 **President of the Vantage Construction Services, Limited Liability 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 10<sup>th</sup> day of February, 2015.

By: \_\_\_\_\_



**ACKNOWLEDGMENT**

STATE OF Florida

COUNTY OF Collier

SWORN TO AND SUBSCRIBED before me this 10<sup>th</sup> day of February, 2015.

The Affiant, Trent Swartz, is [ ] personally known to me or [ ] has produced 5632-816-78-167-0  
FLORIDA DRIVERS as identification, which is current or has been issued within the past five  
LICENSE years and bears a serial number of other identifying number.



Kathleen M. Tetrault  
Print Name:  
Kathleen M. Tetrault  
NOTARY PUBLIC - STATE  
OF Florida

Commission Number: EE-878742

My Commission Expires: 2-27-17

(Notary Seal)