

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

Bid/Proposal No. **15-004**

Clerk Tracking No. 15-00023

Project Name: **Construction Manager-at-Risk Pier Renovation**

THIS AGREEMENT (the "Agreement") is made and entered into this 4th day of March, 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Manhattan Construction (Florida), Incorporated a Florida Profit Corporation, located at: 3705-1 Westview Drive; Naples, Florida 34104 (the "CONSULTANT").

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

WHEREAS, the CONSULTANT has submitted an **(RFQ) Request for Qualifications No. 15-004** for provision of those services; and

WHEREAS, the CONSULTANT 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
CONSULTANT'S RESPONSIBILITY**

1.1. The Services to be performed by CONSULTANT are generally described as **Construction Manager-at-Risk Pier Renovation** 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 CONSULTANT 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 CONSULTANT pursuant to this Agreement.

1.3. The CONSULTANT 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. CONSULTANT 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 CONSULTANT's project manager (the "Project Manager"). The Project Manager shall

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

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT 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 CONSULTANT. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONSULTANT 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 CONSULTANT'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 CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and sub-consultants to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws.

1.7 The CONSULTANT 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 CONSULTANT violates the provisions of this paragraph, the CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONSULTANT's contractual relationship with the CITY for the special gain or benefit of the CONSULTANT 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 CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT 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 CONSULTANT;
- (b) The time the CONSULTANT is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.

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 CONSULTANT 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 CONSULTANT to enter the Project site to perform the services to be provided by the CONSULTANT under this Agreement; and
- (c) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONSULTANT hereunder.

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT 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 with a commencement date of July 6, 2015 and a Project completion by September 30, 2015. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT'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 CONSULTANT 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 CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONSULTANT by the CITY for all Services is **\$1,464,414.00** 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 CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and persons employer or utilized by the CONSULTANT in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. CONSULTANT 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 CONSULTANT'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONSULTANT'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 CONSULTANT, as independent CONSULTANT 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 CONSULTANT'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 CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of the CONSULTANT's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONSULTANT.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONSULTANT 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 CONSULTANT or by any of the CONSULTANT'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 CONSULTANT 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 CONSULTANT was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONSULTANT 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 CONSULTANT's remedies against the CITY shall be the same as and limited to those afforded the CONSULTANT 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 CONSULTANT. In the event of such termination for convenience, the CONSULTANT'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 CONSULTANT that are directly attributable to the termination, but the

CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's address of record:

Manhattan Construction (Florida), Incorporated
3705-1 Westview Drive
Naples, Florida 34104
Attention: **Gordon Knapp**, Senior Vice President
FEI/EIN Number: On File

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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

CONSULTANT:

Manhattan Construction (Florida), Incorporated
3705-1 Westview Drive
Naples, Florida 34104
Attention: **Gordon Knapp**, Senior Vice President
FEI/EIN Number: On File
A Florida Profit Corporation

By: Gordon Knapp
Its: Senior Vice President

Mary Wain
Witness
Mary Wain
Printed Witness Name

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The (RFQ) Request for Qualifications No. 15-004 Scope of Services is to provide Construction Management Services for the replacement of joists, decking, hand railing, plumbing, lighting, and electrical components of the historic Naples Pier located at 25, 12th Avenue South, Naples Florida, 34102 (Project). The project will include a direct materials purchase. The CM at Risk is responsible for elements of this project but excludes Phase II work for related restrooms reconstruction designed by MHK Architecture & Planning with assistance from TKW Consulting Engineers, Inc.

Phase I (GMP #1) includes the removal and replacement of the existing pier superstructure and associated plumbing and electrical. This GMP does NOT include improvements to the existing pier substructure, fish cleaning stations, concession stand, pavilions, roofing and restroom reconstruction. These items not included may be added to the contract as Phase II (GMP #2).

The objective of the Project is to improve durability and increase longevity of the deck materials, improve resistance to absorption and stains, and make the deck easier to clean, and retain the rustic appearance of this historic landmark.

TKW Consulting Engineers, Inc. (TKW) has prepared construction plans and technical specifications for the proposed work (construction documents). The commencement date is July 6, 2015 with completion by September 30, 2015.

The pier structure includes the walkway deck and railings supported on wood stringers (joists) spanning between concrete piling bents. The pier is about 1,000 ft in length with over 1,800 2x8 nominal by 12 ft long pressure-treated deck boards. The joist system consist of five 4x10 rough cut pressure-treated wood stringers at 2'-10 3/8" centers for the boardwalk and 3x10 rough cut stringers at 24-inch centers for the pavilion area. The stringers span between concrete pile caps at 15'-0" centers from Bent 3 to Bent 42 and 14'-7" centers from Bent 42 to Bent 66. The existing wood stringers, decking and hand-railing will be removed and replaced with new material. Pier amenities, including plumbing and electrical components for potable water, a gravity sanitary drain from the concession area, and lighting will be removed and replaced with the new decking.

New decking will extend under the concession and pavilion areas. These structures are supported on columns independent of the decking. The tile floor in the concession stand will be removed to allow replacement of the deck. The existing wood staircase leading from the beach will be replaced with new wood and widened, and a second similar staircase complete with concrete piles and pile cap, will be added on the south side of the pier.

The existing galvanized steel hardware connecting the stringers to the pile caps and the hand railing to the deck will be chipped out and removed. The concrete pile cap will be patched where existing joist connection bolts are removed. All new metal brackets,

EXHIBIT A

SCOPE OF SERVICES (cont'd)

hardware, bolts and fasteners, including deck screws, are to be Type 316 stainless steel, 316L for welded elements.

The deck replacement requires that all existing water and electrical conduits and raceways be removed and reinstalled with new components and attachment accessories to be non-metallic or stainless steel. Raceways for the new conduits will be located under the deck.

The city will remove the existing benches, and will replace them. Fish cleaning stations will be renovated and reinstalled. This GMP does NOT include replacement of existing fish cleaning stations. The new deck material is IPE wood, also known as Brazilian walnut, a sustainable hardwood imported from South America. It is anticipated that the available material will be 6-inch nominal width increasing the number of deck boards required to over 2,400. The ends must be waxed prior to installation.

The rough cut wood stringers are specified for marine grade pressure treated lumber (2.5 lb/cu ft CCA). This GMP has only included the costs for 0.6 lb/cu ft CCA marine treated stringers. The hand-railing system will consist of IPE wood.

At the foot of the pier (landside) there is a 14x14 timber beam supported by wood piles. This beam and piles will be replaced with precast concrete piles and a cast-in-place pile cap.

There is an existing National Oceanic and Atmospheric Administration (NOAA) weather station on the pier. This weather station will need to remain in service as long as possible and coordination with NOAA must be established during construction for any interruptions in the operation of the weather station.

Permits

TKW has applied for the required Coastal Construction Control Line (CCCL) permit. The selected Construction Manager will need to obtain all other permits required for the Project. A copy of the ACOE application and CCCL Permit is included in Attachments C & D.

Project Staging

The Naples pier is normally open for use 24 hours per day, 7 days per week. It is one of the most visited attractions in Collier County. It is desired that the pier be closed no longer than 10 weeks for the deck replacement. This GMP was based off of a 12 week schedule. It is anticipated that the materials needed for the deck replacement will be stockpiled readily at hand in advance of the actual construction. Construction may be accessed by barge at the discretion of the CM.

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B-1, which is attached and made part of this Agreement.

Furthermore, the attached Exhibit B-2 entitled: Clarifications / Qualifications / Assumptions are made a part of this agreement to more clearly identify the scope of the work.

END OF EXHIBIT B



February 20, 2015

Mr. David Lykins
City of Naples
280 Riverside Circle
Naples, FL 34102

RE: Naples Pier Restoration

Dear Mr. Lykins:

We are pleased to provide you with the GMP for the Naples Pier Restoration project which includes the removal and replacement of the existing pier superstructure and associated plumbing and electrical. This GMP is based upon the bid documents dated 2/16/15 from TKW Consulting Engineers Inc. and our clarification and assumptions.

Cost of the Naples Pier Restoration\$1,464,414.00

If you have any questions, please feel free to call.

Sincerely yours,

MANHATTAN CONSTRUCTION

A handwritten signature in black ink that reads 'Brett Martin'.

Brett Martin
Project Manager



City of Naples Pier Renovation

3705-1 Westview Drive Naples, FL 34104 PH: (239) 643-6000

February 18, 2015

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Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
General Conditions								
010030	Project Manager	480	HOURS	97	46,560			46,560
010040	Superintendent	480	HOURS	81	38,880			38,880
010060	Field Office Manager	192	HOURS	34	6,528			6,528
010070	Safety Engineer	48	HOURS	123	5,904			5,904
010170	Scheduling Engineer	10	HOURS	51	510			510
010535	Plan Reprographics	1	LS	800			800	800
011515	Temporary Office	3	MONTHS	500			1,500	1,500
011525	Office Equipment	1	LS	750			750	750
012505	Office Supplies	1	LS	1,500			1,500	1,500
012560	Water	3	MONTHS	100			300	300
013520	Temporary Power	3	MONTHS	200			600	600
013525	Phone/Internet Service	3	MONTHS	120			360	360
015100	Generator & Fuel	3	MONTHS	1,000			3,000	3,000
Total General Conditions					98,382	0	8,810	107,192

Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
General Requirements								
011545	Storage Containers	3	MONTHS	500			1,500	1,500
012510	Postage & Fast Mail	3	MONTHS	150			450	450
012530	Safety Supplies	1	LS	1,000			1,000	1,000
012550	Aerial Photos	3	EA	200			600	600
012550	Job Site Pre/Post Audio-Video	2	EA	700			1,400	1,400
012555	Temporary Toilets - Public	12	WEEKS	300			3,600	3,600
013050	Temporary Walkway Cover - Beach Access	1	LS	5,500			5,500	5,500
013060	Signage & Public Notification	1	LS	3,500			3,500	3,500
324030	Temporary Fencing & Gates	1	LS	14,000			14,000	14,000
013190	Miscellaneous Tools	1	LS	1,500			1,500	1,500
014010	Clean Up Periodical	12	WEEKS	200			2,400	2,400
014040	Dumpster Rental	12	EA	400			4,800	4,800
015580	Life Boat	12	WEEKS	400			4,800	4,800
Total General Requirements					0	0	45,050	45,050

Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
Survey, QC & Misc. Engineers/Consultants								
011010	Environmental Survey & Monitoring	120	HOURS	100	12,000			12,000
010200	Surveying and Layout	1	LS	7,500	7,500			7,500
012090	Geotech / PDA (By other or N/A)	0	LS					0
Total Survey, QC & Misc. Engineers/ Consultants					19,500	0	0	19,500



City of Naples Pier Renovation

3705-1 Westview Drive Naples, FL 34104 PH: (239) 643-6000

February 18, 2015

Pg 2 of 2

Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
Bid Packages - Pier Only (No Restrooms)								
020060	Demolition	1	LS	150,000	65,000		85,000	150,000
350010	Marine Construction	1	LS	330,000	200,000		130,000	330,000
053010	Metal Fabrications	1	LS	150,000		150,000		150,000
036030	Hardware - Bolts, Screws, Fasteners	1	LS	40,000		40,000		40,000
060010	Lumber - Joists, Posts, Decking & Railing	1	LS	300,000		300,000		300,000
060030	Carpentry & Flooring - Existing Concession & Storage	1	LS	25,000			25,000	25,000
220010	Plumbing	1	LS	15,500	8,000	7,500		15,500
260010	Electrical	1	LS	115,000	45,000	70,000		115,000
Total Bid Packages					318,000	567,500	240,000	1,125,500
Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
Contingency & Allowances								
019100	CM Contingency							50,000
017010	Misc. Permits Allowance							5,000
019130	Existing Substructure Repair Allowance							15,000
Total Contingency & Allowances								70,000



Manhattan
Building excellence.

Standard Estimate Report

Description	Sub Totals		%
Labor	\$ 435,882		34%
Material	\$ 567,500		44%
Subcontract	\$ 293,860		23%
Other	\$ -		
	\$ 1,297,242	\$ 1,297,242	
Material Tax	\$ 34,050		6.00%
Labor Burden	Included		58%
	\$ -	\$ 1,297,242	
Builder's Risk Insurance	\$ 9,859		0.76%
Longshoreman's Insurance	\$ 1,297		0.10%
General Liability Insurance	\$ 10,637		0.81%
	\$ 21,794	\$ 1,319,036	
CM Contingency	\$ 50,000		
Allowances	\$ 20,000		
	\$ 70,000	\$ 1,389,036	
Bond: Payment & Performance	\$ 10,378		0.80%
	\$ 10,378	\$ 1,399,414	
C.M. (Fixed Fee)	\$ 65,000		5.00%
	\$ 65,000	\$ 1,464,414	
	Total:	\$ 1,464,414	



Exhibit B-2
Construction Manager at Risk – Pier Renovation

CLARIFICATIONS / QUALIFICATIONS / ASSUMPTIONS

The Clarifications/Qualifications/Assumptions contained in this GMP constitute the final agreement concerning each of these items and supersedes any and all prior agreements, correspondence and understandings between the parties.

GENERAL

1. The GMP is not a line item GMP. Line items are shown with estimated unit rates as back-up for the basis of the GMP proposal. Line items that are overrun may be funded by items that have not been to achieve the guaranteed maximum price.
2. The GMP assumes unrestricted access to the work sites.
3. The City has agreed to allow the Construction Manager to utilize and secure half of the Naples Pier metered parking lot for parking and storage at no cost for the duration of this project.
4. The GMP assumes the project has been designed by the Design Engineer to meet ADA, FBC, FDEP, FWC, USACE and City of Naples requirements.

SCHEDULE, WEATHER & WORK HOURS

5. The GMP is based on a standard work week. The normal work week will be Monday through Friday and normal work hours will be 7:00 am to 5:30 pm.
6. Construction Manager will record on the daily reports occurrences of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical path activities for 20 percent or more of the scheduled work day. The Project schedule includes an allowance of 5 days for adverse weather delays and weather related site condition delays. Any weather delays or weather related site conditions delays that effect the critical path for more than allowed above will be considered a Change in the Project and an appropriate time extension will be issued to the GMP.
7. The GMP assumes that there will be no restrictions on the number of hours per day or on the number of days per week that construction operations will be allowed to occur. If such restrictions are placed on the construction operations, and the restrictions results in a delay to the project, such restrictions will be considered a change in the project and an appropriate Owner Contingency authorization or a change order will be issued to the GMP.
8. The GMP assumes that the Owner including any consultants / representatives (Design Engineer, Owner representative...) will respond to the following requests that affect the critical path within the time frame stated to prevent delays in the project:

- a. Submittals – 5 business days
 - b. RFI's – 2 business days
 - c. RCO's or Contingency Authorizations – 3 business days
 - d. Pay Application review – 5 business days
 - e. Punch list / inspection reports – 2 business days
9. Construction Manager reserves the right to revise and change the sequence of work and schedules as necessary.

WARRANTIES

10. The GMP assumes the one year warranty period for this project will begin when the work of this GMP achieves Substantial Completion.

INSURANCE

11. The GMP assumes the Owner will be responsible for and pay for any builder's risk insurance deductibles.

SOIL INVESTIGATION DATA & SITE CONDITIONS

12. The GMP is based on the information contained in the plans. If actual subsurface conditions encountered vary from those indicated on the plans and the variances cause additional cost and/or time to the Construction Manager or any of the Construction Manager's Subcontractors, the additional costs and/or time will be considered a change in the Project and an appropriate Allowance authorization or a change order will be issued to the GMP.

CONTINGENCY.

The GMP includes a Construction Manager Contingency for the exclusive use by the Construction Manager. Any remaining balance of this Contingency shall be returned to the City after the Project is closed out.

13. **ALLOWANCES.**

14. The GMP includes allowances. Allowances will not be spent without approval from the Owner. Allowances are provided only as estimated amounts. When the allowance costs are assembled, the GMP will be adjusted to reflect the difference between the total actual cost to complete the work item and the allowance amount for the work item. If the total actual cost of the allowance work item is less than the allowance amount of the work item, the GMP will be reduced by the amount of the difference. If the total actual cost of the allowance work item is greater than the allowance amount of the work item, the GMP will be increased by the amount of the difference. The status of the allowance work items will be tracked and reported.

Schedule

It is understood that a Notice to Proceed must be provided by the City upon execution of the Agreement to permit the procurement of all materials in advance of the construction start.

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The CONSULTANT 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 CONSULTANT allow any sub-consultant to commence work until all similar insurance required of the sub-consultant 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 CONSULTANT 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 sub-consultant 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 CONSULTANT'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 CONSULTANT shall provide, and shall cause each sub-consultant 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 CONSULTANT 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 sub-consultant 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 sub-consultant, or by anyone directly or indirectly employed by either of them. The CONSULTANT shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the CONSULTANT.

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

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

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

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

The Certificate must state the bid number and title.

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

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Vice President of the Manhattan Construction (Florida), Incorporated** company ("the CONSULTANT"), and hereby certifies to the following:

1. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its CONSULTANTs, sub-consultants, 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 CONSULTANT being liable for any violation of the law by such third parties.

4. The CONSULTANT will fully cooperate with and have its CONSULTANTs, sub-consultants, 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 CONSULTANT, 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 CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

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

Executed this 3rd day of March, 2015.

By: 