

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

**Bid/Proposal No.**                   **15-028**

**Clerk Tracking No.**            **15-00032**

**Project Name:**                   **Re-Roof City of Naples Utilities Building**

THIS AGREEMENT (the "Agreement") is made and entered into this 18th day of March, 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Crowther Roofing and Sheet Metal of Florida, Incorporated, a Florida Profit Corporation**, located at: **2543 Rockfill Road; Fort Myers, Florida 33916** (the "CONTRACTOR").

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

WHEREAS, the CONTRACTOR has submitted an **(ITB) Invitation to Bid No. 15-028** 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 **Re-Roof City of Naples Utilities Building** 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 within 75 days from the Notice to Proceed and Final Completion within 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: 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 must be completed by the contract dates specified within the Notice to Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount of \$100.00 per day will be assessed.

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

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid to the CONTRACTOR by the CITY for all Services is **\$143,400.00 which includes a \$25,000.00 CITY controlled Contingency** 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:

Crowther Roofing and Sheet Metal of Florida. Incorporated  
2543 Rockfill Road

Fort Myers, Florida 33916  
Attention: **Roger J. Smith, Sr.**, 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 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:

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

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

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

Approved as to form  
and legal sufficiency:

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

CONTRACTOR:

CROWTHER ROOFING AND  
SHEET METAL OF FLORIDA. INC.  
2543 Rockfill Road  
Fort Myers, Florida 33916  
Attention: **Roger J. Smith, Sr.**, Vice President  
FEI/EIN Number: On File  
A Florida Profit Corporation

*John M. Highfill*  
Witness

By: *R. J. Smith*

John M. Highfill

Its: Sr. Vice-President

Printed Witness Name

(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 Bid, its Addendums and Vendor's Submittal of (ITB) Invitation To Bid No.15-028, titled Re-Roof City of Naples Utilities Building herein referenced and made a part of this Agreement.**

**Exhibit A-2 which is attached and made a part of this Agreement includes a sample of Englert's warranty information that will be completed at the close-out of the project. Reference to Item-8, "Upgrade Warranty - Per Specification 01100" of the Cost Tabulation in Exhibit B.**

**END OF EXHIBIT A**

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**SECTION 01010**  
**SUMMARY OF THE WORK**

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PART 1 – GENERAL

1.1 SUMMARY

A. Work Included:

1. The “Project” of which the “Work” of this Contract is a part, is titled “Re-Roof City of Naples Utility Building”, and is a two story structure of approximately 18,000 sf. floor area and is located on an improved site at 380 Riverside Circle, Naples, Florida 34102, in Collier County, Florida.
2. The “Work” of this Contract is defined in the Contract Documents to include, but not necessarily to be limited to;
  - a. Re-roofing of an existing Two story structure of approximately 18,000 sf, floor area (9,000 sf per floor). Scope shall include tear off of the existing metal roofing and metal fascia trim, plywood deck and lumber repair as may be encountered. Legal disposal of demolished material. Re-roofing as specified herein and on the drawings. Interior repair as outlined in other written requirements by allowance.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. The work of other contracts is described in various contract documents prepared therefore, some of which are in the possession of the Owner and are available for inspection by interested parties.

C. Utilities:

1. The contractor may connect to the owners existing required and necessary temporary utilities, including but not limited to:
  - a) Water
  - b) Power
  - c) Fire protection

D. Other Contractors:

1. The Owner may contract with other entities to provide additional materials and labor on this project. The general contractor shall coordinate rough-in installations of work by others to avoid delays, demolition, and removal of work of any trade whether under contract with the general contractor or the Owner.

E. All references to General Contractor, contractor, sub-contractor, material suppliers or specialty contractor, in relation to the work shall be deemed, for purposes of the

- 1        Owner/Contractor Agreement as the General Contractor who shall have sole responsibility  
2        and control of the distribution of work, and means and methods of construction of the project.  
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4        F. All warranties shall commence at the time of the project Substantial Completion as issued by  
5        the Architect. The warranty shall be for the time period stated and if not stated shall be for a  
6        minimum of five (5) years.  
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END OF SECTION



**TWENTY-YEAR LIMITED WEATHERTIGHTNESS WARRANTY**  
**SERIES \_\_\_\_\_ ROOFING SYSTEM**  
*(Special No Dollar Limit Edition Level 4)*

**MANUFACTURER:**

Address:

Telephone:

**ENGLERT, INC.**

1200 Amboy Avenue

Perth Amboy, New Jersey 08861

(732) 826-8614

**INSTALLATION CONTRACTOR:**

Address:

Telephone:

**OWNER:**

Building Location:

**ARCHITECT:**

Address:

Telephone:

**GENERAL CONTRACTOR:**

Address:

Telephone:

**PROJECT NAME:**

Address:

Area of Metal Roof:

Type of Product Approved and Applied. Series \_\_\_\_\_ Roofing

**WARRANTY PROVISIONS FOR MATERIALS AND WORKMANSHIP**

Englert, Inc., a New Jersey Corporation (hereinafter "Englert"), hereby warrants to the Owner listed above that for a period of twenty (20) years from the date of substantial completion of the Series \_\_\_\_\_ Roofing System (the "Roofing System"), applied to the above described Building, should leaks develop in the Roofing System due solely to manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then subject to each and every term, condition and limitation contained herein, shall be responsible for completing such repairs to the Roofing System as are necessary to return it to watertight condition. Englert will correct water leaks caused by defective workmanship.

## EXCLUSIONS

This Limited Warranty shall apply only to Roofing Systems installed in areas of normal atmospheric exposure and specifically does not cover leaks caused, in whole or in part, by any one of the following:

1. Marine (salt water) atmosphere or regular spray of either salt or fresh water.
2. Heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, tundry, plating works, kiln, fertilizer manufacturing plant, paper plant or the like.
3. Any corrosive substance or condensate of any harmful substance contained, generated or released from inside the building; or condensation from the underside of the roof.
4. Worker traffic on the roof, other than traffic during the course of installation.
5. Hail, fire, lightning, wind damage, from wind pressures higher than the building was designed to accommodate, hurricane, tornado, earthquake, or any acts of God.
6. Alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Englert or repairs performed or materials furnished by entities other than Englert or the Installation Contractor.
7. Failure by the Owner or any lessee or other occupant or user of the Building to take reasonable care in maintaining the roof, such as cleaning the gutters, valleys, etc. so as to allow water to run off uninterruptedly.
8. Faulty building design or construction.
9. Birds, vermin, rodents, insects, or other animal or pests.
10. Settlement, failure or cracking of the roof deck, walls, or foundation of the building, or defects or failures of coping gravelstop due to cracking of walls or any part of the building structure.
11. Englert shall have no liability or responsibility under or in connection with this Warranty if the Installation Contractor failed to use all roof curbs, roof jacks, sealants, masses, subframing, roof panels, clips, and flashings provided by Englert or approved by Englert, nor shall Englert have any liability or responsibility in connection with this Warranty if the Installation Contractor failed to follow Englert's standard recommended installation instructions for the layout, design and erection of the Roofing System, or if the Roofing System is constructed in such a manner as not to permit drainage of water from all surfaces and permit standing or ponding water.
12. Any other cause beyond the control of Englert.

**THE WARRANTY CONTAINED HEREIN EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY PROVIDED IN THIS WARRANTY. ENGLERT AND THE INSTALLATION CONTRACTOR SHALL NOT BE LIABLE TO THE OWNER FOR ANY CLAIM BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, TORT OR OTHER THEORY OR CAUSE OR ACTIONS, NOR SHALL THEY BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING OR BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS, OR OCCUPANTS.**

*Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.*

**NOTICE OF CLAIMS AND GENERAL PROVISIONS**

All claims hereunder must be submitted, in writing, to Englert within the Warranty period and within thirty (30) days of the discovery of any leak in the Roofing System. Failure of the Owner to do so shall relieve Englert of any and all responsibility and/or liability under the terms hereof. If, after inspection by Englert, it is determined that the leak is caused by defects in the Roofing System's material or workmanship in accordance with this Warranty, the Roofing System shall be repaired in accordance with this Warranty. Such work shall be completed within a reasonable period of time after notice to Englert of the weathertightness or watertightness failure. The Owner's exclusive remedy and Englert's liability shall be limited to repair of the Roofing. All notices given under or pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requests, to Englert at the following address:

**Warranty Department:** ENGLERT, INC.  
1200 Amboy Avenue  
Perth Amboy, New Jersey 08862

During the term of this Warranty, Englert, their sales representatives, and employees, shall have free access to the roofing during regular business hours upon reasonable notice to the Building Owner.

This document constitutes the entire Warranty made by Englert. No modification or amendment of this Warranty shall be binding on Englert unless made in writing and signed by their authorized representatives. The terms, conditions, and provision contained in this Warranty may be waived only in writing signed by Englert. No oral statements, course of conduct or course of dealing shall be deemed or constitute a waiver.

The invalidity or unenforceability of any provisions of this Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

This Warranty shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Warranty is tendered for the sole benefit of the Owner named above and is not transferable or assignable.

Englert shall have no obligation under this Warranty unless all invoices for materials and installation have been paid in full by or on behalf of the Building Owner.

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

ATTEST:

MANUFACTURER:

ENGLERT, INC.  
1200 Amboy Avenue  
Perth Amboy, New Jersey 08862

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

OWNER:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**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. The CITY is adding a separate \$25,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$143,400.00.

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

**COST TABULATION  
Re-Roofing Public Utilities Building**

Number	Division	Cost
<b>Architceural Drawings</b>		
1	Demolition	\$ 12,000
2	Roofing	\$ 77,400
<b>Sub-Total Building Cost</b>		<b>\$ 89,400</b>
3	General Conditions	\$ 12,000
4	Bond	\$ 2,000
5	Builders Risk Insurance	\$ _____
6	GC Liability Insurance	\$ 1,700
7	Fee	\$ 900
<b>Total Base Bld Cost</b>		<b>\$ 106,000</b>
8	Upgrade Warranty - Per Specification 01100	\$ 2,000
<b>Total Cost with Alternate</b>		<b>\$ 108,000</b>

<b>Allowance Costs - per Specification 01021</b>		
Allowance #1	Interior Repair - 200 SF Repaired & Finished Gyp. Bd	\$ 3,400
Allowance #2	Roof Deck Repair - 320 SF	\$ 2,000
Allowance #3	Carpet Replacement	\$5,000.00
<b>Total Cost With Allowances</b>		<b>(Items 1-8 plus Allowances 1-3) \$ 118,400</b>
<b>Unit Costs - Per Specification 01021</b>		
Unit Cost #1	Cost per SF of Added or Decreased Gyp. Bd Repair	\$ 17.00
Unit Cost #2	Cost per SF of Added or Decreased Deck Repair	\$ 6.25

**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-1through C-\_\_ ]*



**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **Vice President of the Crowther Roofing and Sheet Metal of Florida, Incorporated** company ("the CONTRACTOR"), and hereby certifies to the following:

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

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

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

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


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

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

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

Executed this 9th day of March, 2015.

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

  
Roger J. Smith, Sr. V-P