

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

**Bid/Proposal No.**                    **15-064**

**Clerk Tracking No.**                15-00174

**Project Name:**                    **Construction of Reclaimed Water System Option T-1**

THIS AGREEMENT (the "Agreement") is made and entered into this 21st day of October 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Douglas N. Higgins, Inc.**, a Foreign Profit Corporation, located at: **4485 Enterprise Avenue; Naples, Florida 34104** (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. **15-064** 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 the CONTRACTOR are generally described as **Construction of Reclaimed Water System Option T-1** 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. The 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 the 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 the CONTRACTOR hereunder, and the 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 **completed by October 17, 2016. Project Close Out shall be performed within 60 days of completion date.** 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 \$2,374.00 liquidated damages that are consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications 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)

\_\_\_\_\_ have been recorded in the public records of the County, or  
XXX prior to commencement of work, will be recorded in the public records of the County, or  
\_\_\_\_\_ is waived or,  
\_\_\_\_\_ is not applicable to this Agreement.

#### ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$2,166,624.00 which includes a \$200,000.00 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.

5.2 The CONTRACTOR shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by

the CITY in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) Promptly notify the CITY of any public records request.

## **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. The 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:

Douglas N. Higgins, Inc.  
4485 Enterprise Avenue  
Naples, Florida 34104  
Attention: **Kelly A. Wilkie**, 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 care commensurate with that which is imposed upon persons or firms in contractor's profession.

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.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20<sup>th</sup> Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

#### **ARTICLE FIFTEEN APPLICABLE LAW**

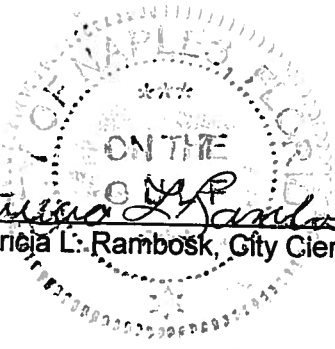
15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this 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.

**END OF ARTICLE PAGE**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:



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

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

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

Approved as to form  
and legal sufficiency:

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

CONTRACTOR:

Douglas N. Higgins, Inc.  
4485 Enterprise Avenue  
Naples, Florida 34104  
Attention: **Kelly A. Wilkie**, Vice President

*Sandra K. Garrison*  
Witness

Sandra K. Garrison  
Witness Printed Name

By: *Kelly A. Wilkie*

Printed Name: Kelly A. Wilkie

Title: Vice-President

FEI/EIN Number: On File  
A Foreign Profit Corporation (MI)

(CORPORATE SEAL)



**EXHIBIT A**

**SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Addendum(s) and Vendor's Submittal of (ITB) Invitation To Bid No.15-064, titled Construction of Reclaimed Water System Option T-1 herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

Exhibit A - Technical Specifications

# Exhibit A: Technical Specifications

## Contract Documents

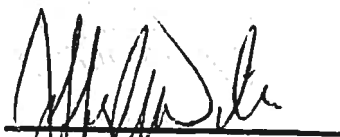
### City of Naples, Florida

Reclaimed Water Distribution  
System Expansion: OPTION T-1  
December 2014  
Revised September 2015

THESE CONTRACT DOCUMENTS ARE FOR USE WITH THE CONSTRUCTION PLANS PREPARED BY  
WESTON & SAMPSON ENGINEERS, INC. ENTITLED

"RECLAIMED WATER DISTRIBUTION SYSTEM EXPANSION: OPTION T-1"  
DATED DECEMBER 2014, REVISED SEPTEMBER 2015.

*This document includes technical specifications that have been developed by others and are considered as "standards" for the City of Naples, Florida. These technical specifications have been reviewed by the undersigned Engineer-of-Record and have been deemed acceptable for use on this project*



Jeffrey A. Wilson, P.E.  
FL P.E. License No. 41792

SEP 08 2015

This is a PDF copy of a signed / sealed document that has been filed with the City of Naples, FL Utilities Department.

### **Weston&Sampson**

Weston & Sampson Engineers, Inc.  
4210 Metro Parkway, Suite 250  
Fort Myers, Florida 33916

www.westonandsampson.com  
Tel: 239-437-4601  
Fax: 239-437-4636  
Certificate of Authorization No. 26190

*City of Naples, FL*  
*Reclaimed Water Distribution System: Option T-1*

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*These specifications supplement those specifications which are considered as standards of the City of Naples.*

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## SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Reclaimed Water Distribution  
System Expansion: OPTION T-1  
December 2014

**PREPARED BY:**

***Weston&Sampson***

Weston & Sampson Engineers, Inc.  
4210 Metro Parkway, Suite 250  
Fort Myers, Florida 33916

[www.westonandsampson.com](http://www.westonandsampson.com)  
Tel: 239-437-4601  
Fax: 239-437-4636

**SECTION STS-01010  
SUMMARY OF WORK****PART 1 GENERAL**

The OWNER's technical specifications for Summary of Work are supplemented as follows:

**1.1 OVERVIEW**

- A. The City of Naples, Florida desires to expand its reclaimed water distribution system.
- B. Weston & Sampson was contracted to develop plans and specifications for the reclaimed water project consisting of the installation of a new 12-inch reclaimed water main, including all necessary appurtenances for a complete and working system.
- C. The project location begins just east of the intersection of Gulf Shore Boulevard North & Central Avenue, tying into the existing reclaimed water main on the west end of Central Avenue. It continues north on the east side of Gulf Shore Boulevard and ends just west of the intersection of Mooring Line Drive & Crayton Road, tying into the existing reclaimed water main on Mooring Line Drive. The 12-inch reclaimed water main is approximately 11,450 linear feet long and will be installed using open trench and horizontal directional drill methods.
- D. There is a horizontal directional drill approximately 730 feet long under the Mooring Line Drive Bridge with 16-inch HDPE DR9 pipe.
- E. There will be endcaps installed at the following four locations for future reclaimed water network expansion:
  - The intersection of Gulf Shore Boulevard North & Central Avenue, heading south;
  - The intersection of Gulf Shore Boulevard North & South Gulf Drive, heading east;
  - The intersection of Gulf Shore Boulevard North & Banyan Boulevard, heading east; and
  - The intersection of Gulf Shore Boulevard North & Mooring Line Drive, heading northwest.

**DESCRIPTION OF WORK**

- F. All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by Weston & Sampson (Exhibit A).
- G. The proposed improvements will be awarded, if award is made, and constructed under one Contract.
- H. Bids shall be submitted to furnish, deliver and install all materials, equipment and services, including labor, for the Work defined herein.

**END OF SECTION STS-01010**

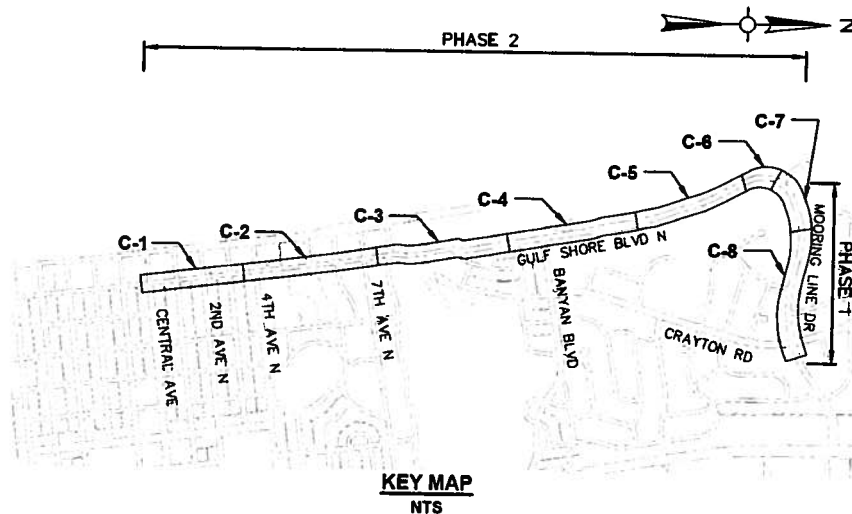
**SECTION STS-01011  
 PHASING OF WORK**

**PART 1 GENERAL**

**1.1 CONTRACT PHASING**

OWNER desires to phase the work under this project as follows:

<i><b>Phase</b></i>	<i><b>Substantial Completion</b></i>	<i><b>Final Completion</b></i>
<p><b>Phase 1: STA 104+00 To STA 127+40</b></p> <p>All work within the Mooring Line Drive and Gulf Shore Boulevard North right-of-way, PLUS the horizontal directional drill under the Mooring Line Drive bridge just south of Doctor's Pass.</p>	T.B.D.	T.B.D.
<p><b>Phase 2: STA 10+00 TO STA 104+00</b></p> <p>The notice to proceed for Phase 2 work will be Monday, March 28<sup>th</sup>, 2016.</p> <p>Phase 2 includes all remaining work along Gulf Shore Boulevard North to the connection of the existing 12-inch reclaimed water main on Central Avenue.</p>	09/19/2016	10/17/2016





## 1.2 SUBSTANTIAL COMPLETION

A. The following requirements and cleaning operations shall be completed before requesting inspection for Certification of Substantial Completion.

1. Construction shall be complete. For this purpose, completion of construction is defined as follows:
  - a. The Contractor has completed construction and erection of the work in conformance with the Contract Drawings and Specifications.
2. All shop drawings shall have final approval.
3. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.
4. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise required by the Engineer.

B. Substantial Completion is officially defined in the General and Supplementary Conditions to the Construction Contract. The date of substantial completion will be certified by the Engineer. This date will not be certified until the following requirements have been satisfied by the Contractor:

1. All Contract requirements are coordinated into a fully operational system

## 1.3 FINAL COMPLETION

A. Prior to final completion, the following tasks shall be completed:

1. All items in the punch list shall be completed.
2. All Contract closeout documentation shall be submitted to and accepted by the Engineer.

**END OF SECTION STS-01011**

**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 Attachment B-1 which is attached and made a part of this Agreement. The CITY is adding a separate \$200,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$2,166,624.00.**

**Retainage of (10%) ten percent will be a part of said agreement and future payments.**

**END OF EXHIBIT B**

City of Naples, Florida  
 Reclaimed Water Distribution System Expansion  
**OPTION T-1 BID TABULATION ANALYSIS**  
 BID OPENING DATE: October 8, 2015

Item	Item Description	Unit	Phase 1 STA 10+00-STA 11+750		Phase 2 STA 10+00-STA 19+00		Total Qty	Douglas Higgins		City Construction		Douglas Higgins		City Construction		City Construction		Total	Unit Cost	Amount
			Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount			
<b>DIVISION 1 - MOBILIZATION &amp; MAINTENANCE OF TRAFFIC</b>																				
1-1	Mobilization/Demobilization	LS	Total shown at right		1	86,311.00	86,311	100,000	100,000	90,000.00	90,000	111,800.00	111,800	130,000.00	130,000	295,000.00	295,000	295,000		
1-2	Preconstruction Audio/Video Recording	LS	Total shown at right		1	2,327.00	2,327	8,000.00	8,000	900.00	900	19,140.00	19,140	15,000.00	15,000	4,000.00	4,000	4,000		
1-3	Maintenance of Traffic	LS	Total shown at right		1	48,185.00	48,185	20,000.00	20,000	91,848.00	91,848	108,740.00	108,740	30,000.00	30,000	65,000.00	65,000	65,000		
1-4	Preparation of As-built Drawings	LS	Total shown at right		1	21,556.00	21,556	24,400.00	24,400	7,152.00	7,152	12,760.00	12,760	20,000.00	20,000	35,000.00	35,000	35,000		
								<b>DIVISION 1 SUB-TOTAL</b>	<b>\$</b>	<b>172,379.00</b>	<b>\$</b>	<b>152,400.00</b>	<b>\$</b>	<b>190,000.00</b>	<b>\$</b>	<b>253,240.00</b>	<b>\$</b>	<b>195,000.00</b>	<b>\$</b>	<b>360,000.00</b>
<b>DIVISION 2 - RECLAIMED WATER</b>																				
2-1	Furnish & Install Reclaim Water Main (RWM)																			
2-1A	12" PVC RWM DR-14 (open trench method)	LF	1,600	10,400	12,000	80.00	\$ 730,000.00	88.00	828,000	81.00	812,000	109.70	1,318,400	85.00	1,020,000	83.00	980,000			
2-1B	12" HDPE RWM DR-14 (open trench method)	LF	400	190	590	50.00	\$ 29,500.00	55.00	30,800	87.25	48,800	82.30	51,832	130.00	67,200	80.00	28,000			
2-1C	12" HDPE RWM DR-14 (trenchless method)	LF		80	80	41.00	\$ 3,280.00	50.00	4,000	79.75	6,380	93.00	7,440	110.00	8,800	45.00	3,640			
2-1D	12" HDPE RWM DR-8 (trenchless method)	EA	800	800	243.00	\$ 184,400.00	230.00	184,000	283.00	219,400	245.00	198,000	300.00	240,000	320.00	258,000				
2-1E	12" Deflection Inlet & materials for deflections NOT identified in plans	EA	8	7	15	3,940.00	\$ 58,100.00	3,200.00	48,000	3,900.00	58,500	4,982.00	70,380	4,500.00	67,500	5,000.00	75,000			
2-1F	12" Deflection Inlet & materials for deflections NOT identified in plans	EA	5	5	10	1,867.00	\$ 18,670.00	2,900.00	29,000	2,865.00	28,650	2,242.00	22,420	4,000.00	40,000	4,000.00	40,000			
2-2	Furnish & Install Valves & Boxes																			
2-2A	12" Gate Valve	EA	4	14	18	2,636.00	\$ 47,430.00	2,700.00	48,600	2,571.00	48,260	2,874.00	48,132	3,000.00	54,000	3,360.00	60,300			
2-2B	12" Gate Valve	EA	6	8	13	1,577.00	\$ 20,501.00	1,800.00	23,400	1,725.00	22,425	1,802.00	23,426	2,000.00	26,000	1,850.00	24,050			
2-2C	12" Gate Valve	EA	2	2	2	1,240.00	\$ 2,480.00	1,900.00	3,300	1,395.00	2,790	1,392.00	2,784	1,800.00	3,600	1,500.00	3,000			
2-3	Furnish & Install Reclaimed Water Fire Hydrant Assemblies																			
2-3A	Fire Hydrant Assembly (NEW)	EA	3	10	13	3,866.00	\$ 50,258.00	5,200.00	67,600	4,520.00	58,760	4,984.00	64,792	5,500.00	71,500	4,750.00	61,750			
2-4	Furnish & Install Reclaimed Water Services																			
2-4A	1" Reclaimed Water Services (Short)	EA	6	2	7	936.00	\$ 6,336.00	1,200.00	8,400	780.00	5,530	1,185.00	8,150	1,500.00	10,500	676.00	4,725			
2-4B	1" Reclaimed Water Services (Long)	EA	20	11	31	1,915.00	\$ 59,305.00	2,200.00	68,200	1,410.00	43,710	1,754.00	54,374	2,500.00	77,500	2,360.00	72,860			
2-4C	2" Reclaimed Water Services (Short)	EA	2	33	35	1,104.00	\$ 38,540.00	1,440.00	52,400	1,185.00	40,775	1,563.00	54,365	2,000.00	70,000	1,380.00	48,475			
2-4D	2" Reclaimed Water Services (Long)	EA	5	42	47	2,100.00	\$ 98,700.00	2,800.00	131,600	2,000.00	84,000	2,215.00	104,100	3,000.00	141,000	2,425.00	113,875			
2-4E	Provide 2" Boxes for Cover to Pull Through	EA	2	2	2	1,163.00	\$ 2,326.00	500.00	1,000	1,480.00	2,960	1,782.00	3,524	2,000.00	4,000	1,700.00	1,400			
2-5	Furnish & Install Automatic Air/Vacuum Release Valves																			
2-5A	2" AVV	EA	2	2	2	2,889.00	\$ 5,338.00	3,200.00	6,400	2,840.00	5,280	3,470.00	6,940	4,500.00	9,000	3,965.00	7,130			
2-6	Furnish & Install Connections to Existing Utility Main																			
2-6A	Connect to Existing 12" Man @ Clayton Rd. & Murray Lane Drive at STA 127+40	LS	1	1	1	1,381.00	\$ 1,381.00	1,500.00	1,500	1,455.00	1,455	10,275.00	10,275	8,500.00	8,500	6,800.00	6,800			
2-6B	Connect to Existing 12" Man @ GSBH near Central Avenue at STA 10+10	LS	1	1	1	1,381.00	\$ 1,381.00	2,500.00	2,500	1,455.00	1,455	10,275.00	10,275	8,500.00	8,500	6,800.00	6,800			
2-7	Dispose of Unusable Material																			
2-7A	Dispose of Unusable Material	CY	10	120	130	19.00	\$ 2,470.00	5.00	650	115.00	14,850	18.00	2,340	50.00	9,500	70.00	9,100			
2-8	Surface Restoration																			
2-8A	Surface Restoration	LS	Total shown at right		1	350,518.00	\$ 399,518.00	300,000.00	350,000	615,000.00	615,000	281,280.00	281,280	479,300.00	479,300	786,000.00	786,000	786,000		
2-8B	Temporary Asphalt (as required by City)	SF	7,800	42,500	50,300	1.48	\$ 74,388.00	0.50	25,150	1.25	62,875	1.08	54,827	2.00	100,800	6.50	328,950			
								<b>DIVISION 2 SUB-TOTAL</b>	<b>\$</b>	<b>1,794,249.00</b>	<b>\$</b>	<b>1,912,400.00</b>	<b>\$</b>	<b>1,963,275.00</b>	<b>\$</b>	<b>2,383,801.00</b>	<b>\$</b>	<b>2,510,000.00</b>	<b>\$</b>	<b>2,832,745.00</b>
<b>BID SUMMARY</b>																				
<b>DIVISION 1 - MOBILIZATION &amp; MAINTENANCE OF TRAFFIC</b>		Sub-total		<b>\$</b>		<b>172,379.00</b>	<b>\$</b>	<b>152,400.00</b>	<b>\$</b>	<b>180,000.00</b>	<b>\$</b>	<b>253,240.00</b>	<b>\$</b>	<b>195,000.00</b>	<b>\$</b>	<b>360,000.00</b>				
<b>DIVISION 2 - RECLAIMED WATER</b>		Sub-total		<b>\$</b>		<b>1,794,249.00</b>	<b>\$</b>	<b>1,912,400.00</b>	<b>\$</b>	<b>1,963,275.00</b>	<b>\$</b>	<b>2,383,801.00</b>	<b>\$</b>	<b>2,510,000.00</b>	<b>\$</b>	<b>2,832,745.00</b>				
<b>DIVISIONS 1 Through 2 SUB-TOTAL</b>				<b>\$</b>		<b>1,966,628.00</b>	<b>\$</b>	<b>2,064,800.00</b>	<b>\$</b>	<b>2,143,275.00</b>	<b>\$</b>	<b>2,637,041.00</b>	<b>\$</b>	<b>2,705,000.00</b>	<b>\$</b>	<b>3,192,745.00</b>				
<b>CITY-CONTROLLED CONTINGENCY</b>				<b>\$</b>		<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>				
<b>TOTAL BIDDING PRICE</b>				<b>\$</b>		<b>1,966,628.00</b>	<b>\$</b>	<b>2,064,800.00</b>	<b>\$</b>	<b>2,143,275.00</b>	<b>\$</b>	<b>2,637,041.00</b>	<b>\$</b>	<b>2,705,000.00</b>	<b>\$</b>	<b>3,192,745.00</b>				
Total Bid as contained on actual bid form				<b>\$</b>		<b>1,966,468.50</b>	<b>\$</b>	<b>2,064,800.00</b>	<b>\$</b>	<b>2,143,275.00</b>	<b>\$</b>	<b>2,647,101.00</b>	<b>\$</b>	<b>2,705,000.00</b>	<b>\$</b>	<b>3,191,745.00</b>				
* Note line item 2-8B denotes Douglas Higgins corrected extended total				<b>\$</b>		<b>159.50</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>450.00</b>				
<b>Difference</b>				<b>\$</b>		<b>159.50</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>450.00</b>				

BID WITHDRAWN

## 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 Douglas N. Higgins, Inc.**, 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 13<sup>th</sup> day of October, 2015.

By: Kelly A. Wilkie  
Vice President