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

Bid/Proposal No. 17-006

Clerk Tracking No. 2017-00007

Project Name: City Hall Carpet Replacement

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of February 2017 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Bolcor Commercial Flooring, LLC, a Florida Limited Liability Company**, authorized to do business in Florida; located at: **4720 SE 15th Avenue, Unit 203; Cape Coral, Florida 33904** (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. 17-006** 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 **City Hall Carpet Replacement** 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, registration, 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 including those requirements set out in ARTICLE FIVE, below.

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 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 within 30 days from the Notice to Proceed. Project Close-out shall be performed within 30 days of 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 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)

_____ has been recorded in the public records of the County

XXX prior to commencement of work, will be recorded in the public records of the County, or

_____ is waived

_____ 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 **\$134,500.00 that includes a \$16,292.03 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.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone:

239-213-1015, Email: PublicRecordsRequests@naplesgov.com;
Address: 735 8th Street S.; Naples, Florida 34102. Mailing address:
same as street address.

5.3 The CONTRACTOR shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**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:

Bolcor Commercial Flooring, LLC
4720 SE 15th Avenue, Unit 203; Caple Coral, Florida 33904
Attention: **John Christensen**, Owner
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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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 20th 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, City Clerk



CITY:

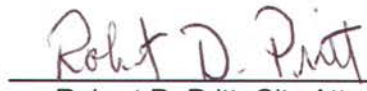
CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By:


A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By:


Robert D. Pritt, City Attorney

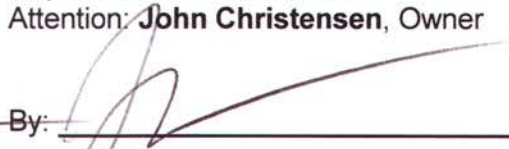
CONTRACTOR:

BOLCOR COMMERCIAL FLOORING LLC
4720 SE 15th Avenue, Unit 203
Cape Coral, Florida 33904
Attention: **John Christensen**, Owner

Witness


Steve Costware
Witness Printed Name

By:


Printed Name: John Christensen
Title: Owner

FEI/EIN Number: On File
A Florida Limited Liability Company (FL)

(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 Issued Addendum(s) and Vendor's Submittal of (ITB) Invitation-To-Bid No.17-006, titled City Hall Carpet Replacement herein referenced and made a part of this Agreement.

END OF EXHIBIT A

PROJECT REQUIREMENTS AND SPECIFICATIONS

17-006 RE-BID City Hall Carpet Replacement ITB

- **PROJECT DESCRIPTION**

The purpose of this project is removal of existing carpet and replacement with specified floor coverings at the City of Naples (City) City Hall (Project), 735 8th Street - South, Naples, FL 34102. This Invitation to Bid is offered to seek a professional contractor to provide labor, equipment, materials and supervision necessary to perform the work described below.

- The project is to be completed within a 30-day period after a Purchase Order is executed and a Notice to Proceed is issued.
- All square footage areas mentioned in this document are approximate and for planning purposes only. **Exact measurements are the responsibility of the bidder.**
- Labor cost should include the moving of furniture.
- There will be a pre-bid meeting for prospective bidders to inspect and measure the Project area prior to submitting a bid.
- All work is to be performed during weekday evening hours (6 pm – 7 am) and/or weekends or holidays. No exceptions to this schedule requirement shall be considered by the City.

- **SUMMARY OF WORK**

- 1) Contractor shall supply all tools, labor, and materials necessary to successfully initiate the removal and installation of selected floor covering and wall base trim.
- 2) The City reserves the option to directly purchase construction materials, supplies and equipment that may be a part of a contract, then the Contractor will coordinate with the Department's designee and the City's Purchasing Division regarding all Direct Material Purchases. The City will purchase the materials based on the Awarded Contractor's quotes less sales tax. A deductive Contract change order may be a part of the process after issuance of a City PO for DMPO's.
- 3) **Contractor shall be responsible for all flooring measurements for this project prior to submitting bid. Square Foot areas provided in this bid package and in the Bid Schedule are estimates only.**
- 4) This Project shall include but not be limited to:
 - Removal and disposal of existing floor coverings throughout the Project area.
 - Installation of specified floor covering.
 - Providing dumpster service for the proper disposal of flooring materials removed. City to approve, in writing, location where dumpster may be placed.

- Labor required to safely move any and all furniture in the Project area to allow for the removal of existing floor coverings and installation of new floor coverings. Contractor shall be required to move all furniture back to its original location, unless otherwise specified by the City.
 - Remove and rehang doors as required to complete Project.
 - Remove and reinstall any existing door stops.
 - Install transition strips and thresholds as required.
 - Install trowelable leveling compound, according to manufacturer's specifications, as needed to ensure the floor is level and ready to accept new floor coverings. Quick dry (setup) leveling compound shall be used to avoid any project delays.
 - Remove, collect and dispose of any existing leveling compound that is loose, broken or deteriorated.
 - Any other services or materials required to complete the Project work specified in this ITB.
- 5) Cleaning – All spots or smears of floor adhesives or seam cement shall be removed from the newly installed floor coverings and surrounding areas to the satisfaction of the City.
- 6) All work shall be in conformity with specifications.

• **VENDOR / INSTALLER QUALIFICATIONS**

- 1) Flooring contractor to be a specialty contractor normally engaged in this type of work and shall have prior experience in the installation of types of materials of the project.
- 2) Flooring contractor-possessing Contract for the carpet installation shall not sub-contract the labor without written approval of the Project Manager.
- 3) Flooring contractor shall be responsible for proper product installation, including floor testing and preparation as specified by the flooring manufacturer and JOB CONDITIONS herein.
- 4) Flooring contractor is to provide a written installation warranty that guarantees the completed installation to be free from defects in materials and workmanship for a period of one-year after the City's acceptance of the completed project.

• **SCOPE OF WORK**

- 1) In accordance with the attached floor plans (Exhibit B):
 - Remove and dispose existing carpet/carpet wall base
 - Supply and install materials specified on the attached floor plans
 - Supply and install vinyl cove base specified on the attached floor plans

- 2) Material Quantities – The dimensions provided on the attached floor plans are estimates. Per the conditions of this Invitation to Bid, bidders/contractors are solely responsible for completing their own measurements for use in their bid submission. The City expects the floor areas shown in the attached floor plans to be fully covered by the specified materials.
- 3) Transition Materials – All transition materials used between the differing flooring materials shall be proposed by the Contractor and approved by the City. The location of transition areas are specified on attached floor plans.
- 4) Attached Floor Plans (Exhibit B) – Plans are not to scale and are provided for information purposes only.

- **GENERAL SPECIFICATIONS**

- 1) These specifications shall apply in full to Contractor, City approved Subcontractors, material suppliers and any other party involved with execution of the Project work under contract to the General Contractor. For brevity in this specification all of these parties shall be referred to as "Contractors".
- 2) The Contractor assumes full responsibility for having familiarized himself/herself with the nature and extent of the Project Specifications and site conditions that may in any manner affect the Contractor in performing the work specified.
- 3) Work performed shall comply with the Agreement, including these Specifications.
- 4) Any work that may reasonably be inferred from the Specifications as being required to produce the intended results of these Specifications shall be provided and/or supplied whether or not it is specifically identified.
- 5) The Contractor shall adhere to the manufacturer's specifications for the installation of all flooring material(s) and wall base trim.

- **BIDS**

- 1) Submitted bids MUST be submitted on time and in compliance with the requirements of the City's Purchasing Division in order to be considered. Late and incomplete bids shall be rejected by the City.
- 2) Submitted bids MUST list the Contractors State and City Business License numbers.

- 3) Submitted bids MUST list all proposed Subcontractors and include their State and City Business License numbers. The Contractor understands that all Subcontractors are subject to City approval.
- 4) Submitted bids MUST list all materials to be utilized on this project. The Contractor understands that bids submitting floor materials different than what is specified by this City in this Invitation to Bid, is subject to the City's approval as an "approved equivalent". The City shall have the sole authority in determining if any material is an "approved equivalent". Flooring materials determined not to be an approved equivalent shall be rejected by the City.
- 5) Submitted bids MUST include samples of all flooring materials and wall base materials with their bid. Carpet and vinyl flooring samples shall have a minimum size of 6" x 6" and wall base samples shall be a minimum of 6" x 4.5".
- 6) Submitted bids MUST include a schedule that demonstrates the Contractor can complete all of the Project work within 30-days and shall identify which areas of the Project area the Contractor will be performing work in accordance with a weekly schedule. Example: Week 1 – Removal and Replacement - First Floor, Outdoor Carpet, Atrium and offices 135, 136, etc.

- **REMOVAL OF EXISTING FLOORING MATERIALS**

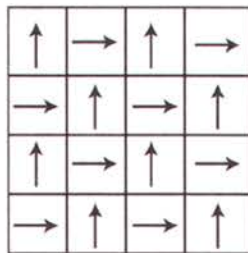
- 1) Contractor shall work closely with City Project Manager to schedule work on a daily basis. Daily project coordination meetings shall be required.
- 2) Contractor shall perform all work in accordance with the following schedule:
 - a. Weekday evening hours (6 pm – 7 am)
 - b. Weekends.
 - c. No exceptions to this schedule requirement shall be considered by the City.
- 3) Contractor shall place a dumpster in a location approved by the City for placement of project debris. The Contractor shall not allow debris in the dumpster to overflow and shall be diligent at all times during the Project to ensure the area around the dumpster and the travel area between the dumpster and Project areas are clean of debris and gross litter.
- 4) Contractor shall remove all debris and material from the Project area on a daily (or at the end of the weekend) to ensure the work spaces needed by City employees are clean and safe of all hazards to employees and customers during business hours.

• **FLOORING COVERING REPLACEMENT MATERIALS**

Carpet Squares:

For this solicitation, the City has identified the following carpet as its preferred material. Contractors may submit other manufacturer's material as an approved equivalent. The City shall have the sole authority in determining if any material is an "approved equivalent". Flooring materials determined not to be an approved equivalent shall be rejected by the City.

- 1) Manufacturer: Shaw – Philadelphia Commercial
 - a. Tile – Succession II – 54695
 - b. Color
 - i. Sierra Sand – 00700
 - ii. Laguna Bay – 00400
 - c. Pile Yarn Type – 100% Hi UV Polypropylene
 - d. Dye Method – 100% Solution Dyed
 - e. Pile Weight – 43.0
 - f. Backing – Ecworx Tile
 - g. Tile Size – 24" x 24"
 - h. Density 11217
 - i. Pattern – Installed in ¼ Turn
 - j. Adhesive – Per manufacturer's installation requirements
 - k. Manufacturer's Warranty – Lifetime (minimum)
 - l. Workmanship Warranty – 1 year (minimum)
 - m. Installation – Per manufacturer's installation requirements



¼ Turn pattern

Vinyl Flooring – Loose Lay

For this solicitation, the City has identified the following loose lay vinyl flooring as its preferred material. Contractors may submit other manufacturer's material as an approved equivalent. The City shall have the sole authority in determining if any material is an "approved equivalent". Flooring materials determined not to be an approved equivalent shall be rejected by the City.

- 1) Manufacturer: Karndean Loose Lay
 - a. Color – Stamford – LLP109
 - b. Thickness – 4.5 mm
 - c. Beveled Edge – No
 - d. Wear Layer – 0.5 mm
 - e. Protective Layer – Required Over Wear Layer – Manufacturer Installed

- f. Panel Size – 41.3" x 9.85"
- g. Slip Resistance
 - i. ADA Compliant per ASTM C1028
 - ii. Dry – 61
 - iii. Wet - 33
- h. Pattern – Per manufacturer's installation requirements
- i. Adhesive – Per manufacturer's installation requirements
- j. Manufacturer's Warranty – 15 years (minimum)
- k. Workmanship Warranty – 1 year (minimum)
- l. Installation – Per manufacturer's installation requirements and specifically, as it relates to this project, vinyl inserts must be flush to existing brick in the atrium area. See sample area already installed.

Wall Base

For this solicitation, the City has identified the following wall base as its preferred material. Contractors may submit other manufacturer's material as an approved equivalent. The City shall have the sole authority in determining if any material is an "approved equivalent". Flooring materials determined not to be an approved equivalent shall be rejected by the City.

- 2) Manufacturer: Flexco
 - a. Height – 4.5" Cove
 - b. Color:
 - i. Barley – 034
 - ii. Delft Pansy – 035
 - iii. Chocolate – 072
 - c. Manufacturer's Warranty – 2 years (minimum)
 - d. Workmanship Warranty – 1 year (minimum)
 - e. Installation – Per manufacturer's installation requirements

- **MATERIALS DELIVER AND STORAGE**

- 1) Delivery of materials shall be coordinated with the City's Project Manager.
- 2) Storage – There is limited storage area within the Project site. Contractor shall plan to deliver material as needed for each work day.

- **FLOOR PREPARATION**

The floor must be free of dust, dirt, oil, grease paint, wax, moisture or any debris that could affect adhesion of the tile to the floor. Sweeping compounds must not be used as they may leave oily deposits. Floor installation must pay proper attention to abatement procedures and precautions in accordance with all state and local codes. The floor must be level and smooth. Depressions and cracks must be filled with a quick drying liquid latex additive patching compound and all protrusions leveled. Concrete floors must be sealed if dusting or powdering exists.

- **SAFETY**

Contractor shall comply with all applicable OSHA Regulations, manufacturer's recommendations and State, County and City requirements to ensure the Project work is performed safely for Contractor employees and occupants and visitors of City Hall.

- **PERMITTING**

All permits required for the project shall be obtained and paid by the Contractor.

- **AWARD**

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples. Bidders understand that the City reserves the right to increase or decrease the square foot quantities of floor covering to meet the City's needs. The cost for any increases or decreases in quantities of floor coverings shall be based solely upon the unit price submitted by the successful bidder.

- **CONTRACT MANAGEMENT**

Dirk Rollins, Facilities Supervisor, Community Services shall serve as the City's Contract and Project Manager.

- **HOURS OF WORK**

Contractor shall perform all work in accordance with the following schedule:

- Weekday evening hours (6 pm – 7 am)
- Weekends.
- No exceptions to this schedule requirement shall be considered by the City.

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

ADDENDUM NUMBER 1

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
12/21/16	RE-BID City Hall Carpet Replacement	17-006	1/12/2017 2:00PM

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

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

The following will replace in the original document wording in the section "Summary of Work" (Paragraph 4) starting on page 20 in its entirety:

- 4) *This Project shall include but not be limited to:*
- *Removal and disposal of existing floor coverings throughout the Project area.*
 - *Purchase, deliver to Project site and installation of all specified floor coverings and materials required to complete Project.*
 - *Provide dumpster service for the proper disposal of flooring materials removed. City to approve, in writing, location where dumpster may be placed.*
 - *Labor required to complete all work associated with this project including, but not limited to:*
 - *Safely move any and all furniture in the Project area to allow for the removal of existing floor coverings and installation of new floor coverings. Safely move all furniture back to its original location, unless otherwise specified by the City.*
 - *Remove and rehang doors as required to complete Project.*
 - *Remove and reinstall any existing door stops.*
 - *Install transition strips and thresholds as required.*
 - *Install trowelable leveling compound, according to manufacturer's specifications, as needed to ensure the floor is level and ready to accept new floor coverings. Quick dry (setup) leveling compound shall be used to avoid any project delays.*
 - *Remove, collect and dispose of any existing leveling compound that is loose, broken or deteriorated.*
 - *Any other services or materials required to complete the Project work specified in this ITB.*

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

The following wording is added in section "BIDS" of the original document starting on page 22 as Paragraph 7 to be inserted on page 23:

- 7) *Proposals UNIT COST MATERIAL AND LUMP SUM PRICING MUST include labor required to complete all tasks associated with Project.*

The following wording is added in section "SCOPE OF WORK" of the original document on page 21 as the fourth bullet to be inserted in that section:

- *Supply all labor to complete all tasks related to this Project.*

The REVISED "Bid Schedule" and "City Hall Flooring" sheets have been slightly revised. These revised documents are attached below. These revised documents replace in their entirety the original documents in the Invitation to Bid (ITB). **NOTE:** The revised "Cost Schedule" captioned in RED type as "REVISED" MUST be completed and included with your bid submission.

Also, attached please find:

Addendum 1; ATTACHMENT A - PHOTOS TO ILLUSTRATE CONDITIONS THAT MAY BE ENCOUNTERED

Addendum 2; ATTACHMENT B - PRE-BID ATTENDEES LIST

THE FOLLOWING ARE ANSWERS TO WRITTEN SUBMITTED QUESTIONS:

- 1) Is there a sign in sheet available from the pre-bid meeting?

ANSWER: The pre-bid sign-in sheet is found as Attachment B of this Addendum.

- 2) Is there an estimated value or budget for this?

ANSWER: The project is valued at \$134,000.

- 3) I wanted to know if there was a flooring finish schedule out there.

ANSWER: This information is included in the bid specification.

- 4) I have the 30 page download including Exhibit A (Carpet and Flooring Quantities) but it is missing several areas.

ANSWER: This information is provided as a guide. Prospective contractors are responsible for making their own measurements as discussed in the specifications.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

5) There are three Vinyl Base colors which go where?

ANSWER: The addendum reduces the vinyl base to two colors.

- Delft Pansy is for the 1st floor
- Barley is for the 2nd floor

6) Several areas list "Tiles", and two list "Outdoor Carpet".

ANSWER: Outdoor carpet is the same carpet tile used for the interior.

7) I have a different color carpet tile going in one of the clerk's office, exhibit A list 6 of them, I only find one on the plans.

ANSWER: As discussed during the pre-bid meeting, all first-floor carpet tile will be Laguna Bay.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

17-006 RE-BID City Hall Carpet Replacement - Addendum 1**REVISED BID SCHEDULE****BID SCHEDULE - NAPLES CITY HALL - CARPET REPLACEMENT****BASE SERVICES - UNIT AND LUMP SUM COSTS MUST INCLUDE ALL REQUIRED LABOR**

	Material/Color	Unit	Quantity	Location	Unit Cost/S.F.	Total Cost
1	Remove Existing Carpet/Covering	Square Feet	19,895.09	1st/2nd Floor		\$
2	Carpet Tiles - Total Laguna Bay	Square Feet	7,642.79	1st Floor		\$
3	Carpet Tiles - Total Sierra Sand	Square Feet	10,019.12	2nd Floor		\$
4	Vinyl - Total Stamford LLP109	Square Feet	1,430.00	1st Floor		\$
5	Carpet Tiles - Total Laguna Bay	Square Feet	803.18	1st Floor - Hall		\$
6	Wall Base - Delft Pansy 4.5" tall	Linear Feet	1,600.00			
7	Wall Base - Barley 4.5" tall	Linear Feet	1,880.00			
8	Leveling Compound - Quick Dry	Square Feet	100.00	As Required		\$
9	Miscellaneous - Includes supply and installation of thresholds, supply and installation of transition strips, removal and disposal of existing leveling compound that is loose or broken, removal and rehanging of doors, remove and reinstall door stops, move and place all furniture back in original locations, etc.	Lump Sum		As Required		\$
	TOTAL					\$

ALTERNATE SERVICES FOR LINE ITEM 5 - INSTALLED VINYL FLOORING

	Material/Color	Unit	Square Ft. (S.F.)	Location	Unit Cost/S.F.	Total Cost
S-A	Vinyl - Total Stamford LLP109	Square Feet	803.18	1st Floor - Hall		\$

Notes

1. Square foot and linear foot quantities are estimated and bidder must complete their own measurement prior to bidding.
2. Unit costs and lump sum costs are to include all labor necessary to remove existing floor covering and install new floor coverings

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ☐ NO ☐

If "yes," please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: % Days; Net 30 Days			

Company Name: _____

EIN: _____

Email: _____

Name and Title of individual completing this schedule:

(Printed Name) _____ (Title) _____

X
(Signature) _____ (Date) _____

17-006 RE-BID City Hall Carpet Replacement - Addendum 1

REVISÉ

City Hall Flooring

First Floor Carpet		
Color	Square Ft.	Office
Laguna Bay	155.00	Finance
Laguna Bay	150.00	Finance
Laguna Bay	235.60	Finance
Laguna Bay	146.40	Finance
Laguna Bay	72.80	Finance
Laguna Bay	263.52	Finance
Laguna Bay	521.82	Finance
Laguna Bay	146.94	Finance
Laguna Bay	146.94	Finance
Laguna Bay	146.94	Finance
Laguna Bay	273.80	Finance
Laguna Bay	96.00	Finance
Laguna Bay	218.55	Finance
Laguna Bay	107.80	Finance
Laguna Bay	165.90	Finance
Laguna Bay	485.17	Outside Warehouse
Laguna Bay	217.21	Outside Warehouse
Laguna Bay	255.73	Inside Warehouse
Laguna Bay	255.73	Inside Warehouse
Laguna Bay	91.00	Finance
Laguna Bay	91.00	Finance
Laguna Bay	202.86	Finance
Laguna Bay	374.88	Finance
Laguna Bay	36.00	Finance
Laguna Bay	373.52	Purchasing
Laguna Bay	260.10	Purchasing
Laguna Bay	195.51	Purchasing
Laguna Bay	186.20	Purchasing
Laguna Bay	190.19	Purchasing
Laguna Bay	125.43	Purchasing
Laguna Bay	194.00	Clerk
Laguna Bay	300.00	Clerk
Laguna Bay	584.00	Clerk
Laguna Bay	166.95	Clerk
Laguna Bay	48.23	Clerk
Laguna Bay	161.07	Clerk
Total Laguna Bay	7,642.79	

Second Floor Carpet

Color	Square Ft.	Office
Sierra Sand	1,014.37	City Manager
Sierra Sand	302.25	City Manager
Sierra Sand	229.40	City Manager
Sierra Sand	309.54	City Manager
Sierra Sand	226.38	City Manager
Sierra Sand	149.38	City Manager
Sierra Sand	229.40	City Attorney
Sierra Sand	322.40	City Attorney
Sierra Sand	246.51	City Attorney
Sierra Sand	383.91	City Council
Sierra Sand	800.00	Conference Room
Sierra Sand	153.00	HR
Sierra Sand	354.42	HR
Sierra Sand	1,296.42	HR
Sierra Sand	107.40	HR
Sierra Sand	153.86	HR
Sierra Sand	153.86	HR
Sierra Sand	153.86	HR
Sierra Sand	320.28	HR
Sierra Sand	221.76	HR
Sierra Sand	304.92	HR
Sierra Sand	200.20	HR
Sierra Sand	274.12	HR
Sierra Sand	116.40	HR
Sierra Sand	180.00	Tech Services
Sierra Sand	203.84	Waterfront Mgr.
Sierra Sand	99.60	Hall
Sierra Sand	99.60	Hall
Sierra Sand	1,338.64	Atrium
Sierra Sand	36.70	Restroom Entry
Sierra Sand	36.70	Restroom Entry
Total Sierra Sand	10,019.12	

First Floor Vinyl

Color	Square Ft.	Office
Stamford LLP109	200.64	Atrium
Stamford LLP109	95.04	Atrium
Stamford LLP109	258.12	Atrium
Stamford LLP109	258.12	Atrium
Stamford LLP109	95.04	Atrium
Stamford LLP109	200.64	Atrium
Stamford LLP109	95.04	Atrium
Stamford LLP109	193.20	Cust. Serv.
Stamford LLP109	33.5	Elevator
Total Stamford LLP109	1,429.34	

First Floor Alternate - Carpet/Vinyl

Material/Color	Square Ft.	Office
	36.79	RI
	265.80	Hal
	198.00	Hal
	265.80	Hal
	36.79	RI
Vinyl/Total Stamford LLP 109	803.18	
Carpet/Sierra Sand	803.18	

TOTALS FOR BIDDING

Material/Color	Square Ft.	Location
Total Laguna Bay	7,642.79	1st Floor
Total Sierra Sand	10,019.12	2nd Floor
Total Stamford LLP109	1,429.34	1st Floor

ALTERNATES FOR BIDDING

Total Stamford LLP109	803.18	1st Floor
Total Laguna Bay (SEE item	803.18	1st Floor

5 & 5A on Bid Schedule)

ATTACHMENT A - PHOTOS TO ILLUSTRATE CONDITIONS THAT MAY BE ENCOUNTERED





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 below in Exhibit B, which is attached and made part of this Agreement. The CITY is adding a separate \$16,292.03 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$134,500.00. Total Award \$118,207.97 based on: Items 1-8 \$117,677.87, Deduction of Item-5 (\$3,774.95) Addition of Alternate Item-5A \$4,305.04 = \$118,207.97 + City Controlled Contingency \$16,292.03.

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

17-006 RE-BID City Hall Carpet Replacement - Addendum 1					
REVISED BID SCHEDULE					
BID SCHEDULE - NAPLES CITY HALL - CARPET REPLACEMENT					
BASE SERVICES - UNIT AND LUMP SUM COSTS MUST INCLUDE ALL REQUIRED LABOR					
Material/Color	Unit	Quantity	Location	Unit Cost/S.F.	Total Cost
1 Remove Existing Carpet/Covering	Square Feet	19,895.09	1st/2nd Floor	.50	\$ 9,947.55
2 Carpet Tiles - Total Laguna Bay	Square Feet	7,642.79	1st Floor	4.70	\$35,921.11
3 Carpet Tiles - Total Sierra Sand	Square Feet	10,019.12	2nd Floor	4.70	\$ 47,089.87
4 Vinyl - Total Stamford LLP109	Square Feet	1,430.00	1st Floor	5.36	\$ 7,664.80
5 Carpet Tiles - Total Laguna Bay	Square Feet	803.18	1st Floor - Hall	4.70	\$ 3,774.95
6 Wall Base - Delft Pansy 4.5" tall	Linear Feet	1,600.00		2.52	4,032.00
7 Wall Base - Barley 4.5" tall	Linear Feet	1,880.00		2.52	4,737.60
8 Leveling Compound - Quick Dry	Square Feet	100.00	As Required	1.10	\$ TBD
9 Miscellaneous - Includes supply and installation of thresholds, supply and installation of transition strips, removal and disposal of existing leveling compound that is loose or broken, removal and rehanging of doors, remove and reinstall door stops, move and place all furniture back in original locations, etc.	Lump Sum	1	As Required	4,400.00	\$ 4,400.00
TOTAL					\$ 117,567.88
ALTERNATE SERVICES FOR LINE ITEM 5 - INSTALLED VINYL FLOORING					
Material/Color	Unit	Square Ft. (S.F.)	Location	Unit Cost/S.F.	Total Cost
5-A Vinyl - Total Stamford LLP109	Square Feet	803.18	1st Floor - Hall	5.36	\$ 4,305.04

Notes

1. Square foot and linear foot quantities are estimated and bidder must complete their own measurement prior to bidding.
2. Unit costs and lump sum costs are to include all labor necessary to remove existing floor covering and install new floor coverings.

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ☒ NO ☐
If "yes," please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR CREDIT CARD PAYMENT
Is there a discount for a credit card payment?		<input checked="" type="checkbox"/>	n/a
Is there an additional charge for credit card payment?	<input checked="" type="checkbox"/>		3.5%
Discount for early payment?	<input checked="" type="checkbox"/>		2.0%
Prompt payment terms: 2 % 20 Days; Net 30 Days	<input checked="" type="checkbox"/>		2.0%

Company Name: Bolcor Commercial Flooring

EIN: 38-3750725

Email: stevec@bolcor.com

Name and Title of individual completing this schedule:

John Christensen Owner

(Printed Name) (Title)

X (Signature) 1.12.17 (Date)

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 authorized to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

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

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

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

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

The Certificate must state the bid number and title.

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

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Owner of the Bolcor Commercial Flooring, LLC** 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 25 day of January, 2017.

By: 