#### CITY OF NAPLES, FLORIDA

# AGREEMENT (CONSTRUCTION SERVICES)

Bid/Proposal No.

16-021

Clerk Tracking No.

16-00050

**Project Name:** 

**Community Services Building Interior Upgrade** 

THIS AGREEMENT (the "Agreement") is made and entered into this 2016 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Jim Duffy Construction, Inc., a Florida Profit Corporation, located at: 2760 68<sup>th</sup> Street SW; Naples, Florida 34105 (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. 16-021 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 **Community Services Building Interior Upgrade** 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.

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- 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

- 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 in 60 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 of \$100.00 per day will be assessed.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in th
state as surety (check one)
has been recorded in the public records of the County, or
prior to commencement of work, will be recorded in the public records of the County, or
is waived or,
XXX 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 \$89,282.00 that includes an \$8,000.00 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:

Jim Duffy Construction, Inc. 2760 68<sup>th</sup> Street SW Naples, Florida 34105 Attention: **James P. Duffy**, 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:

CITY:

CITY OF NAPLES, FLORIDA, A Municipal Corporation

By:

Patricia L. Rambosk, City Clerk

Approved as to form and legal sufficiency:

**CONTRACTOR:** 

Jim Duffy Construction, Inc. 2760 68<sup>th</sup> Street SW

Naples, Florida 34105

Attention: James P. Duffy, President

By:

Printed Name:

Title: The

FEI/EIN Number: On File A Florida Profit Corporation

(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.16-021, titled Community Services Building Interior Upgrade herein referenced and made a part of this Agreement.

**END OF EXHIBIT A** 



SCOPE OF WORK	INTERIOR RENOVA	INTERIOR REHOVATIONS TO THE COMMUNITY SERVICES BUILDING 1. REPLACE EXISTING CELLING INSULATION	Y SERVICES BUILDING	
		REPLACE EXISTING CEILING THES AND SUSPENDED GRID SYSTEM REPAINT EXISTING INTERIOR PARTITIONS AND TRIM REPLACE EXISTING VIN'N, WALL BASE	SUSPENDED GRID SY VS AND TRIM	ISTEM
		REPLACE EXISTING FLOOR CARPET REMOVE PORTION OF PARTITION AND PATCH FINISHES	ATCH FINISHES	
	8. RELOCATE E 9. NO CHANGE	RELOCATE EXISTING LIGHT SWITCH NO CHANGES TO MEANS OF EGRESS	SUARO HEADER	
BUILDING CONSTRUCTION CRITERIA				
FIRE CODE	5th EDITION FLORI	5th EDITION FLORIDA FIRE PROTECTION CODE, INCL. FLORIDA EDITION NEPA 101	INCL. FLORIDA EDIT	TON NEPA 101
BUILDING CODE	5th EDITION FLORI	5th EDITION FLORIDA BUILDING CODE, EXISTING	NG	
OCCUPANCY TYPE	EXISTING BUSINESS - B	8-8		
ALTERATION LEVELS	LEVEL 2 INTERIOR ALTERATIONS	ALTERATIONS		
CONSTRUCTION TYPE	EXISTING, NON-CO	EXISTING, NON-COMBUSTIBLE, TYPE 11-B CONSTRUCTION	CONSTRUCTION	
SPRINKLER PROTECTION	NONE REQUIRED			
1-HR. PROTECTION	NONE REQUIRED			
BUILDING AREAS				
EXISTING BUILDING	4,296 SF			
WORK AREAS				
NFPA (1) REPAIR	FBC REPAIRS		0 SF	0% OF TOTAL
NFPA (2) RENOVATION	FBC ALT. LEVEL 1		4.115 SF	96% OF TOTAL
NFPA (3) MODIFICATIONS	FBC ALT, LEVEL 2		181 SF	4% OF TOTAL
NFPA (4) RECONSTRUCTION	FBC ALT. LEVEL 3		0 SF	0% OF TOTAL
NFPA (5) CHANGE OF USE	FBC CHANGE OF OCCUPANCY	ICCUPANCY	0 SF	0% OF TOTAL
NON-WORK AREAS	NO CHANGES PROPOSED	POSED	0 SF	0% OF TOTAL
TOTAL FLOOR AREA			4,296 SF	100% OF TOTAL
OCCUPANT LOADS				
STORAGE/ MECHANICAL	392 SF	300 SF / PERSON	1 OCCUPANTS	ANTS
BUSINESS - OFFICES	3635 SF	100 SF / PERSON	36 OCCUPANTS	ANTS
BUSINESS - CONFERENCE	269 SF	15 SF / PERSON	18 OCCUPANTS	ANTS
TOTAL			55 OCCUPANTS	ANTS
EGRESS - FBC EXISTING 805.2.1: COMPLY WITH NFPA 101	Y WITH NEPA 101			
CORRIDOR RATING	101 : 39.3.6 NO REQUIREMENTS	QUIREMENTS		
NUMBER EXITS REQUIRED	2			
NUMBER EXITS PROVIDED	3			

Interior Renovations to the

# City of Naples Community Service Department

for the Naples, Florida 34102 280 Riverside Circle

City of Naples

Naples, Florida

NOTE: DRAWNESS ARE NOT VALID UNLESS SIGNED AND SEALED BY DESKIN PROFESSIONAL IN ACCORDANCE WITH ES, CHAPTER 481.

OT-15-16 VICTOR J. LATAVISH, AIA AR 11942

DRAWING RIDEX

AD.1 Cover Sheet

A1.0 Renovation Floor Plan 6

Existing Floor Plan

A1.1 Reflected Calling Floor Plan

A2.1 Outline Specifications Floor

A2.1 Outline Specifications

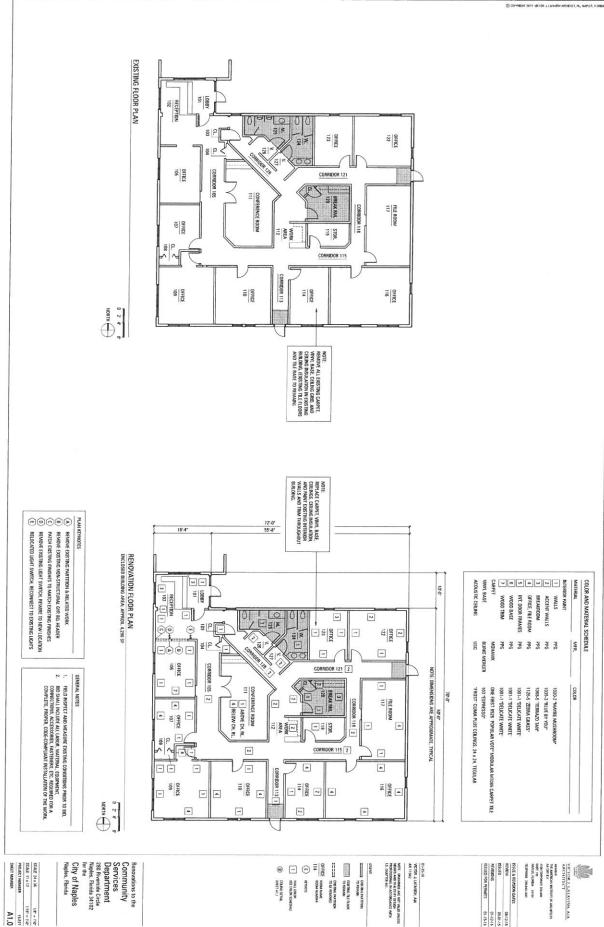
Renovations to the Community Services Department 280 Riverside Circle Naples, Florida 34102 for the City of Naples

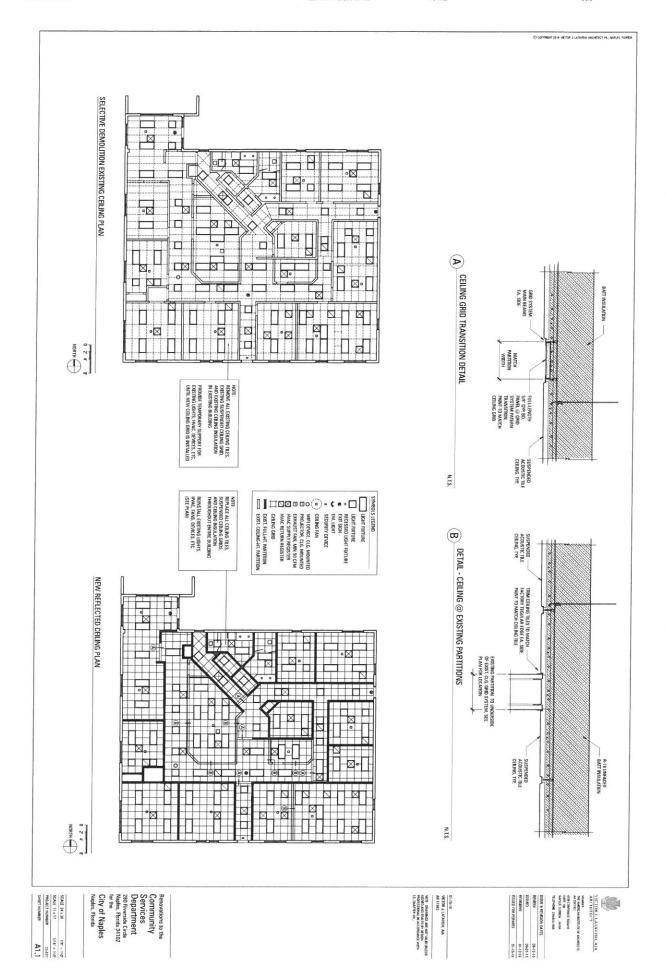
PROJECT NUMBER A0.1

VICTORS LATAVISILAIA
ARCHITECT
WAGE
ACCHITECT
WAGE
WATERORM GASSIER
WILLIAMA ARCHITER
WATERORM TOMASHER
WATERORM TOMASHER

ISSUE & REVISION DATES
ISSUED FOR PERMITS 01-15-16

1/8" = 1'4" 15-577 A1.0





Right of Way: To the maximum extent possible, do not block public right-of-way areas, driveways, sidewalks, or access to adjacent properties.

Scheduled Closures or Utility Interruptions: Provide written schedule and notification delivered to the Architest and Owner at least 7 calendar days pros to each scheduled dotaine or utility interruption, clearly delineating each work area and schedule for completion of each area requiring closure.

Noise Abatement: The use of any portable or vehicular radio, cd, tape, or othe music is prohibited onsite.

Precedence: The specific terms and conditions of these Supplementary Conditions and Specifications superseds other Gestell Provisions and terms of the contract. In general, figures govern scale dimensions and large-scale drawings govern those of smaller scale.

Intent. Any Work that may reasonably be inferred from the Specifications and Drawings as being required to produce the intended result shall be supplied whether or not it is specifically identified.

General Requirements: Work performed shall comply with the Contract Document including these specifications, the drewlegs, and the general notes which are complementary. Whatever is shown or reasonably intered from one shall be as if required by all.

Scope of the Work: The Contractor assumes hall responsibility for having familiarized himself with the nature and extent of the Contract Documents site conditions that may in any manner affect the Work.

contract to the General Contractor, For brevity in this specification a parties shall be referred to as "Contractors".

from received by work of other trades.	Time Extension: Resultentials required due to non-conformance with the Documents shall not be cause for antension to contract time.	harged for A/E services based on and expenses, and markup for third in 14 calendar days in project	TOTAL CONSTRUCTION WORK HOURS  DOISSON 1 - CONSTRUCTION WORK HOURS  DOISSON 5 - CONSTRUCTION WORK HOURS  DOISSON 5 - CONSTRUCTION WORK HOURS  Adolbadrical suffix, in, 07200-A, installation	of any kind are prohibited 01230 RESUBMITTALS
adopted by the authorities having jurisdict and editions. Adopted Codes include but	U1450 REFERENCED COURS AND STAND ADA: All work shall comply with the Ame Referenced Codes: All work installed is to Code and all Endand Stee County or Mr.	ory competent, trained, and studed working replacement of non-complying or otherwise additional expense.	replacement of items, which solely in his o orderly, and workmanlike appearance, pro- installation can be made using customary	Corrective Work: The Architect reserves t

# A precentraction meeting shall be held at the Site poler to construction, to discuss contracts, scheduler, payment requests, subcontractors, communication protocol, submittal procedures, and use of the premises, staging, and parking areas

01210 CONSTRUCTION MEETINGS

General: Provide Submittals including shop drewings, samples, and/or product data for items required by other sections of these specifications, in accordanc with the General Conditions and as noted herein: Construction progress meetings with the Owner will be held each week at the jobsite unless waived by the Owner. 01220 SUBMITTALS

Contractors Shop Drawing Starry; Each submitted shall bear the project name and Centractor's review starry, date, and initials indicating Contractor's personal review. Standards received submicol Contractor's review starry, date, and initials will be rejected and returned without Architect's review. Required Submittals: Provide only the Items required in other sections of the specifications. Do not provide MSDS safety sheets or extraneous data.

Interpretations: If thereways and specifications conflict or require clarifications, the Centractor may send is request for information (RFI) to the Architect. Unless silencial orderwises, the more strippent requirement shall govern and the Architect's interpretation of the intent shall be final.

Subtities: Division of Work under titles and subtities is for convenience only and does not releve biddes from providing related work required deservines is the Documents. Each Contractor shall examine the all parts of the Drewings and Specifications for all parts of his work.

Distribution Protocol: Submittals received directly from subcontractors will be returned without review.

Attachment A-1 Scope of Services

Submittals: Submit all shop drawings, product data, and submittals in one complete PDF file for each trade. Provide one transmittal letter for each submittal. Submittal Schoolde: Provide all required submittals within 14 calendar days of the contract execution. Do not order materials until the corresponding submittals are reviewed by the Architect.

Samples: Where actual samples are required, provide 2 or more sets, of which 2 sets will be retained, Additional samples will be returned to the Contractor,

Identification: Number each submittal to correspond to the specification section, ie. 07200. Payments: Do not submit a payment request before all required samples, shop drawings, and product data are delivered to the Architect.

General: No externation, moletieres, inefficiency, suppression or delay in the commencement or prospins of the New Kine may cause varieties, and the thorat for whome or its apent may be reported in whole or in part, shall release Commence to the or her days to perform, nor shall give rise to any night to damages or additional conjumination.

Time Extensions: Contractor expressly acknowledges and agrees that it shall receive no clamages for delay and the Contractor's sole remedy, if any, against Owner or its agents will be the right to seek an extension to the Contract Time

01012 DELAYS, DAMAGES, AND TIME EXTENSIONS

General: Bid shall include all labor, material, equipment, and accessories required for a complete and proper code-compliant installation of the work.

Form of Proposals: Bids shall be submitted on Bid Form Provided by Owner.

Non-compliant Work: Clearly identify non-any, with red color notations. Certification: Provide PE seals and written certification of compliance with design criteria where required ompliance with the Documents, if

Devations and substitutions: Clearly mark all proposed changes or deviations from the Documents with red color notations. Items so noted and accepted by the Authoritist will be considered almosted changes; other changes or deviations will be considered changes that non-compiliant work.

All Review: Dasign Professional's review of a submittal does not constitute approved or acceptance of udentitals except for general design intent. The contractor is selfly responsible for contention of efferentians, quantitus, acceptance of understance of demonstration, and other requirements of the contract documents, accessories, connections, and other requirements of the contract documents.

v Schedule: Contractor shall allow not less than 14 calendar days in t schedule for initial A/E review of each required submittal.

Closed Areas: To the maximum extent possible, areas adjacent to the Work will remain open during general construction. Limited portions of the adjacent areas will be closed only when needed to safely accommodate the Work.

Restrictions: All construction work, related staging areas, and construction parking shall be restricted to designated Limits of Construction and staging areas as may be indicated on the Drawings, and/or as designated by the Owner.

01014 USE OF THE SITE

Limitations: Do not start construction Owner. Updates: Schedule is to be updated monthly Architect and Owner prior to application for payment request.

General Contractor: Assign one superintendent to closely coordinate and supervise the work of all trades. A full-time superintendent is not required for

Labor: Use only trained and strilled labor and craftsmen competent, qualified and expensenced in the type of work involved,

Conduct and Attive: The conduct and attive of all persons on site shall be workmanike and professional at all times. The Contractor shall promptly remove from the jobsite any person failing to meet this requirement.

01410 COORDINATION

Frield Measurement: The Coonctor shall field measure condisions opportunit finance, developed, accessored, it, and prepar all allothes and/or lid fairs remodate as executed to coordinate the incidibition of the versic of all trakes including that not immed to Stustural. Architectural, Mechanical, Plumbing and/or Biochical seed.

Shop Drawing and Field Tolerance Coordination: Coordination shall include consideration of manufacturers incommended maintenance clearances, replacement, access, drainage, slopes, and allowable workmanship tolerances.

On-site Verification: All dimensions, quantities, and methods of construction shall be the sole responsibility of the Contractor.

General: All materials and equipment shall be installed in a neat, orderly, workmankle manner in accordance with the Documents and referenced standards. 01420 WORKMANSHIP

Quality Control: Contractor shall coeriully check the work of all substrate and framing trades prior to start of finish trades. Check and straighten all substrate and ough-in intens with allevel, plant-body, and organe to insure all work in level, plantb, straight, upures, and within allowable tolerances.

Finishes: Do not start subsequent finish work over substrate surfaces until all unsatisfactive substrate defects are corrected. Provide shims, furring, fammin, accessories, and other adjustments as may be needed to achieve specified tolerances.

Electrical, Pfumbing, and Mechanical Trades: All subcontractor work shall be organized in a near, orderly manner, square with horizontal and vertical building lines except as needed to achieve required positive slopes.

01400 SUPERVISION

Submisher. Each subcontractes shall assign a superintendent or forenan who is throughly showndogsable of sperice standards indicated above. The superintendents shall be reprosable for all construction means, methods, superintendents shall be reprosable for all construction means, methods, superintendents shall be reprosable for all constructions and written correspondent engineed for interceptions of this work, and he shall remain on site continuously during the work of his trade.

General: Contractor shall inspect all conditions, substrates, shop drawings, and the complete set of Contract Documents to schedule and coordinate the work of all trades.

Dimensional Adjustments: The Contractor shall coordinate all minor dimensional adjustments necessary to accommodate existing conditions and the work of all trades.

Specified Standards: Contractor shall re-check all finished surfaces to verify compliance with referenced standards and tolerances.

until schedule has been delivered to the

f during construction, and copied to payment. Attach schedule to each

Trash removal services: Provide dumpster and trash removal service for duration of construction.

Storage: Contractor may provide locked storage container(s) in staging as needed to secure materials during construction. Promptly remove containers upon completion of related work.

Job Sign: General Contractor may provide one sign board.

Other Signs: Vehicles, trailers, equipment, and storage containers with large advertisement signs may not be left on site overnight. Subcontractor Signs: No subcontractor signs will be allowed on site.

General: Throughout construction, building and grounds are to be kept clean of trash, debns, and excess spilled or oversprayed material. 01530 CONSTRUCTION CLEANING

01540 FINAL CLEANING Execution: Cleanup the construction site on a daily basis. Dumpster location must be approved by Owner prior to delivery. Remove trash and debris from site in a lawful manner, and do not bury any materials on site.

Prior to Substantial Completion, remove all packaging, nubish, tools, scaffolding, and surplus materials. Provide cleaning services to leave the job in a clean condition, including but not limited to the following items:

General Cleaning: Clean all floors, walls, and new finishes.

nencans Disabilities Act.

F8C-Plambing
F8C-Plambing
NFPA 1, Rondds Fire Prevention Code
NFPA 10, Portable Fire Exinquishers
NFPA 101, Life Safety Code
NFPA 70 National Electric Code

Precedence: In case of differences between these Codes, the most stringent shall govern, as determined by the ARJ and the Architect.

Local Standards: All work shall comply with applicable local ordinances. Referenced Standards: All work shall comply with applicable portions of the Referenced Standards listed in the FBC including but not linited to AAMA, ACL ASC, ANSI, ASCE, ASHRAE, ASTM, FM, GA, DSHA, and UL standards

General: Where specific materials, products, or equipment are shown or specified, all proposed substitutions must be approved in writing by the Architect.

NOTE: DRAWBUCK ARE NOT VALID UNLESS SIGNED AND REALED BY DESIGN PROFESSIONAL IN ACCORDIANCE WITH F.S. CHAPTER 481.

VICTOR J. LATAVISH, AIA AR 11942

01630 PRODUCTS AND SUBSTITUTIONS

The Contractor is solely responsible for construction means, methods, jobsite safety. D1440 JOBSITE SAFETY

General: Provide tarpaulins, dust control measures, temporary equipment, and other materials as needed to provide clean and safe working conditions. 01500 TEMPORARY FACILITIES

Utility charges: Owner will pay all water and electric utility charges incurred during construction.

Egress: Maintain clear access to walkways and driveways as required to maintain safe emergency egress. General: Erect barricades and take necessary precautions to prevent accidents and/or damage to property or persons on site. 01510 TEMPORARY BARRICADES AND SIGNS

For extra items provided by subcontractors, the Contractors total markup for ownhaud and profit many not accesed 10% of the subcontractors review, and the subcontractor's trait markup for ownhaud and profit shall not accesed 10% of actual ownerses to materials and labor. All subcontracts shall endude these conditions

ves the right to direct the removal and this opinion, does not present a neat, is, provided that such an orderly and neat may nationally recognized trade methods orderen. The costs for removal and envirse unacceptable work shall not be an Walls, Ceilings, etc.: Wipe all surfaces to remove dust and lightly oversprayed material; Detail clean all items as needed to remove residue, paint, etc. Roors: Vacuum carpet. Broom clean and mop wash all tile and resilient floors Labels and Marks: Remove all installation marks, measurement marks packaging, and advertising labels.

Final Oleaning: After completion of punchfist work and prior to Final Acceptance, re-clean and touch-up all portions of the jobsite to leave project in clean condition.

d is to comply with the Florida Building or Municipal Drintances and Codes legally risdiction, including applicable appendices de but are not limited to the following:

Packaging: Materials usually packaged shall be brought to job in onginal unbroken labeled containers. Packaging shall be left on site as needed to verify compliance with the specifications.

Materials: All material furnished shall be new and without any indication of damage or breakage.

ISSUE 6 PENSION DATES

PENEW 06-17-15

ISSUED 06-01-15

ISSUED FOR PERMITS 01-15-16

MANAGER
THE AMERICAN STITLET OF ANOMICES
ALCONES
ALCONES
ALCONES
ANALE HOMEN
THERMORE ZEMANIS
THERMORE ZEMANIS

ARCHITECT

01600 MATERIALS AND PACKAGING

Amendments: Comply with NFPA Codes as amended by Florida Building Cod and Florida Fire Prevention Code

Security: Contractor is solely responsible for secure storage of materials and equipment.

General: All materials and equipment shall be protected from theft or deterioration. No materials may be stored in contact with the ground or floor.

01610 STORAGE OF MATERIALS

Prior to Bid. Submit written substitution requests and complete supporting documentations to the Architect a minimum of 10 working days prior advertised bid opening. Submittation will be reviewed on the basis of similar britten quality. Approved substitutions will be issued by addendum to all bedoers.

Prior to Contract. If requested by the Comercie, deficient proposed substitute interes specified in "or equal" will be evaluated the bid opening both to contract suscession. Solvent written substitution respects and complete supporting documentation to the Juckiest models than 14 working due proposed to contract execution. Solventiate will be revended on the basis of initial or their quality. Approved substitutions well be included in the executed.

Submission to Correct execution Proposed submitted interest proceeded vi-sual finals all the final contract sourcine on a way not he excluded all the sale discretioned the Autobiert, and so admitted to the proceeding all the 20 flays that must all contractions, Solamon without the admitted to require and complete supporting documentation to the Architect. After contract executions, Corrective shall allow and that the 2D is Condent and the required executions by AE review of proposed substitutions. Solamitates all the reviewed on the based of similar or before shallow, privately with progleast rect as recogni-cionates to the Owner for equal or before quality update mitted as exaptions, and contract and interestive and Automatics and Automatics and Solamon and Automatics and the state of the Automatics and Automatics. Automatics and Automatics and Automatics and Automatics and Automatics and Automatics. Automatics and Automatics and Automatics and Automatics and Automatics and Automatics. Automatics and Automatics and Automatics and Automatics and Automatics and Automatics. Automatics and Automatics and Automatics and Automatics and Automatics. Automatics and Automatics. Automatics and Automatics and Automatics and Automatics and Automatics. Automatics and Automatics and Automatics and Automatics and Automatics and Automatics. Automatics and Automatics and Automatics and Automatics and Automatics and Automatics. Automatics and Automatics and Automatics and Automatics and Automatics and Automatics. Automatics and Automatics an Extension of time: Review or rejection of proposed substitutions after execution of contract shall not be cause for extension to contract time

CHANGE ORDERS

In the event the Dwine proposes is add or delea work from the contract, the Architect will shadm a worther Proposal Request to the Contractor's very proposed Owner-chained Joseph Geles, In Ref Proposal Request is not an authorization to proceed with the work. Upon approval of a Proposal Request and supporting focumentation, the Architect My appears a Change Order for execution by the Owner, Contractor, and Architect.

Context-instant Chango (finel Requests stall be admitted of corth); to the Alchhert's fire review, complete was 1 costes at Contementation statistation of proceed additional crists. The Chango (finel Request stall bit is admitted to the Archhert crist less than vorted) days price to activate due for energy. The Contentor that they worked partial crists at the activated and provides a distilled crist thesidone of they proposed Chango (first status, admitted) statistic crist of these and marriads. It approved the Archhert will propose a Chango Order for execution by the Owner.

The Contractor's total markup for everhead and profit shall not exceed 10% of the actual expenses for extra materials and labor provided by the Contractor.

Renovations to the Community Services Department 280 Riverside Circle Naples, Florida 34102 for the City of Naples Naples, Florida

SHEET	PROJE	SCALE	SCALE
NUMBER	CT NUMBER	11 x 17	24 x 38
A2.0	15-571	N.LS.	N.U.S.

lotice: All Change Orders are subject to audit by the Owner or the Owner's lesignated representative,

Non-Compliant Work: Work not in compliance with the Contract Documents suitable determed an immediately change "and shall be removed and projetrly replaced by the Genetal Contractor in accordance with the Contract Documents at no exita change to the Owner or their agents.

Reimbursable Expenses: The Contractor shall reimburse the Architect for all APE time related to unauthorized changes according to the standard hourly rate schedule, plair reimbursement for materials, expenses, markup, and any subset level feet.

General: Deliver one printed copy and one PDF copy of Clossout Documents at the time of final completion for review at least ten (10) working days prior to application for final payment.

Obsecut Decuments: Provide certificate of occupancy, all warranties, users manual, written maintenance instructions for all materials and equipment, and Record Documents. Include index for contexts and tabs for each section,

01720 PROJECT RECORD DOCUMENTS

01730 OPERATION AND MAINTENANCE DATA

General: The Contractor shall guarantee and warrant that all work executed under the contract will be free from detect in materials and workmanship for a period of not less than one year from the date of Final Acceptance.

I warranties: The terms of extended and special warranties are listed is ections of these specifications.

Warranty costs: The Contractor(s) shall at their own expense repair and/or replace all such defective work and all other work damaged thereby which becomes defective during the period of the term of the guarantees and

imencement date: All guarantee and warranty terms commence upor of Final Acceptance.

Punicifist requirements: The Contractors punicifies shall identify all known items incomplete or incorrect items at the time of Substantial Completion, listing the remaining work noom by recim, area by area, and trade by rade. General: Not less than 3 working days prior to application for payment at time of Substantial Completion, the Contractor shall deliver 3 copies of a hyped, detailed punchlist to the Architect.

Jim Duffy Construction, Inc.

01422 UNANTHORIZED CHANGES

Genetic hay change in the sweet worder substitution of products, material, or expenses an embode of construction, or non-complisation with Contract expenses analysis absoluted of construction must be to Constructed and substitution of construction and supprised in mining of the word may be impacted at this sold indication of the Authorities.

Notification of Non-Complaint Work: The unauthorized changes may be rejected at the time of installation, substantial completion, final completion during the warranty period, or any time thereafter.

Independication: By accepting the terms of the Contract Documents and as a condition of use of this anded plans used to permit and contraction; the General Contraction genes to referringly and held harmfast the Domes. Architect, Oblocomolitanch, agreet, successors, here, and sasigns for any sed all claims related to the unsufforciond changes.

Definitions: For purposes of this section, "General Contractor" refers jointly and individually to the General Contractor's firm, the firm's license holder(s), all individuals holding ownership in the firm, their successors, heirs, and assigns.

General: Record Documents include as built plans, supplemental drawings and diagrams, as-built specifications, approved submittals, and records of all changes, necklaring but not limited to Adenda and Change Olders. Delaner one printed copy and one PDF copy of Closeout Documents prior to application for printed copy and one PDF copy of Closeout Documents prior to application for

Concation: The Commerce and Immercian and Impating spotts it should drawing and they dismonly channillal the Gentler of act between, noticed, compared, it.e., as installed. Included because of based diseases, bothen people and conducti, tiese, etc. on supericitally shown on the Dimmergia, teller oper set of invested documents at the sate for the durations of construction. Do not use record documents for all of conductions can be supply described by the add changes with as of seed on the sights, specifications, and submirable, trainfer all dishipses to the final action discontines. The Completions of

Provide manufacturers' operation and maintenance manuals for all equipment, fixtures, and all materials requiring maintenance as part of the Closeout. Documents.

Not Used

- S NOISIVIO

Not Used

Completion Schedule: The punchfist shall include the scheduled completion date for each item.

Payments: Further payments to the Contractor will be withheld until a complete punchist is received.

01760 SUBSTANTIAL COMPLETION

Substantial Completion: The date of Substantial Completion is the date a permanent Certificate of Occupancy is received from the Building Official and entered into pable records, and, the project is substantially ready for full occupancy of all areas by the Dwner.

Minor incomplete or incorrect riems shall be identified on the Contractors punchlist prior to application for silestamical Completion, and the Contractor allowed 30 days from the date of Soliopastrial Completion to the date of Final Completion to complete all punchlist work.

Standards: Requirements of Division 1 apply to work of this section, Comply with FBC and AHJ regulations,

Contractor shall respect and coordinate work of all trades with existing conditions oneste poor to bid. Contract shall include costs of labor and material, with no extra charges for existing conditions.

02060 SELECTIVE DEMOLITION

Protection; flems not intended for demolition shall be protected from damage, and if damaged, shall be replaced or restored to like-new condition.

Damolition Work: Completely remove all demolished items and clearing material from the site.

DIMISION 3 - CONCRETE

Not Used

METALS

WOOD AND PLASTICS

iscomplete punchist: In the event the Contractors punchist is incomplete, additional journalist items is accordance with the Contract Documents may be added by the Architect and/or Owner. The Contractor shall incorporate these items into his written punchists.

The Contractor is allowed 30 days from the date of Substantial Completion to the date of Final Completion to complete all punchlist work.

Not Used

OMISION 8 - DOORS AND LOUVERS

01780 FINAL COMPLETION

Final Completion: The date of Final Completion is the date all punchfist work and cleaning is completed and accepted by the Owner and Architect. All clossout documents and record documents must be delivered prior to Final Acceptance.

02000 GENERAL

DIVISION 2 - EXISTING CONDITIONS

General: Provide all labor, supports, barricades, materials, and equipment required to property, completely, and safely execute Selective Demodrhon required to accommodate new Work of the Contract.

Continuous Selectiva (Invasiona Plan reliciona the general scope of the work both does not district each and every flowed from the properties work both does not district each and every flowed from the content. It is in a sele responsibly of the Content to review the every sele of Content Documents and no continuous the work of the testing and the properties of the content to review the every selection between the content and the continuous the work of all trades to insure all required demonstration work it is and in continuous the work of all trades to insure all required demonstration work it.

Workmanship Standards: Edges and perimeters of demolition work shall be cut in a straight, neat, and workmanilia manner using appropriate methods including but not limited to sawcutting.

Salvaged Items: Specific items may be salvaged and reused in the work, as identified absewhere in the Documents.

DRASION 4 - MASONEY

Not Used

07000 GENERAL

FBC and Division 1 requirements apply to work of this: section

Scope of Work: Replace ceiling insulation throughout entire building. Matenal: Fiberglass batt insulation, unfaced, min. R-19

Execution: Protect existing finishes, furnism, and degarment with new polyathylane shering. Completely innow, existing deling unitation and bestall move calling installation throughout entire balding, hostell material on new configuration for throughout entire balding, hostell material on new configuration for unitation and exist. Dispose protection coverings and claim as end of each work day.

09000 GENERAL DIVISION 9 - FINISHES

Workmanship: All work shall be proper and neat in appearance conforming to nationally recognized standards and specified tolerances.

ž

Corrective work: Work that is not in compliance with referenced codes standards shall be removed and replaced at no extra cost to the City.

09500 ACQUSTIC CEIUNGS

General: Replace existing suspended acoustic ceiling the system throughout building. Comply with referenced standards and manufacturers instructions, include all labor, materials, and accessories required for a complete and proper installation.

Submittals: Product data and samples

Materials: Textured non-directional acoustic ceiling tile

Products: Sen Code & Mantaid Schedule
Mandichturers: April 1985, or exproved equal
Tile Edges: Project
Tile Start (1994)
Tile Start (1994)
Tile Start (1994)
Tile Code: Mandichturers standard swith code:
Suprovino Systems Standard nead 1994
Gold Code: Mandichturers standard white code:

Conclose Shorow existing calling little and supproded grid. Conditions work were been removably improved grid income. Hold, different, conclose the composition of the control of the cont

Preparation, Interior: Lightly sand materials if required to obtain proper adhesion of paint to surfaces. Claim all surfaces of finish materials scheduled to receive paint; completely removing dust, oil, rust, or other deliterious materials.

Excluded Work: Do not paint perfinished items such as signs, hardware, plastic surfaces, avoidized alaminum, plastic devices, or similar items. Do not paint perfinished steel planels or factor-perimed steel framing unless specifically indicated.

outlet covers, switch covers, signs, etc. as needed to provide ir installation.

Application: Comply with manufactures recommendations for intended application. All coats shall be thoroughly dry before applying succeeding coats. ental Conditions: Do not apply paint to wet or damp materials.

General, Raplace vinyl base throughout building, Comply with referenced standards and manufacturers instructions, Include all labor, materials, and accessories required for a complete and proper installation.

09880 RESILIENT BASE

Standards: All paint finishes must be evenly spread, free of runs, sags, r defects.

accessories: Provide matching premoided

Manufacturer: See Color Schedule. Materials: 6" vinyl coved base Submittals: Provide sample of selected color DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07210 THERMAL BATT INSULATION

Vlanufacturer: Open Spec

Standards: Comply with codes and referenced standards listed in Division 1, including but not limited to FBC. 09900 PAINTING

Submittals: Provide product data and paint samples.
Matenials: 100% Acrylic Latex
Product: That Performance\*
Manufacture: PFG
VDC Content: Zee
Cohe: See Color Schedule Finish: Flat, eggshell, or semi-gloss, as selected by Owner.

Existing Centitions: Temporarily move furniture and equipment away from walls, remove obscrite dovice over plates, sworth plates, custims, windows black, and other finates or transitioning which interfere with paint finates. Protect availing paint work with trapsalties or other scalable from the custing paint work with trapsalties or other scalable covers. Reterral removed items and furnitum, stc. after completion of paint covers. work.

Preparation, General: Properly clean and prepare surfaces in accordance with manufactures recommendations and reference standards prior to application of paint and coating materials.

Interior Sample Placets: Interior sample panel size shall include portions of 2 walls at Comer, total size of each panel not less than 4°C high, a 5°C wide. Locate sample where idented, Unaccepted panels may not be incorporated into the words. Do not proceed until samples are approved.

Execution: Yerly material compatibility with staterars. Apply bonding agent or primers are recommended by manufacture: Pant all scheduled organized work unless indicated otherwise. Suries mounted conducts, panels, jugging conduint, and similar items shall be painted to match wall color and finish.

Extra Material: Delive: 5% extra stock of acoustic tile material to Owner completion. Tolerances: Install suspended grid flat to a tolerance of  $1/8^{\circ}$  in  $10^{\circ}0^{\circ}$  in any direction. Access Panels: Provide lay-in vinyl covered gypsum board panels for access to equipment including air handler units, exhaust fans, etc. Match ceiling color. Field verify locations and quantity. Headers and Transitions: Provide lay-in gypsum boards panels, full width of comdors where indicated. Panel width 6" wide typical, cut to match partition width where applicable. Plant to match ceiling color.

Protection: Protect adjacent finishes and materials, prepare surfaces, and apply materials in strict accordance with manufacturers recommendations and instructions. Provide temporary barricades, WET PAINT signs, and protect all

Execution: Betwee assisting viryf base throughout building, Patch and repair wall finishes as may be needed to properly Install ashestive and base in strict accordance with manufacturers instructions. Provide full length pieces while ever possible.

Extra Materials: Deliver 5% extra VVVB stock to Dwner

General: Replace carpet throughout existing building, Comply with references standards and manufacturers instructions, Include all labor, materials, and accessories required for a complete and proper installation. Submittals: Provide product data and samples.

Decumentation Provide a typed 64-Built Paint and Culer Schedule for each building. This record shall shade the joi name, job bestion, date contension, name, the notation flamathership raise, and position thans, code name and mamber, and color formula. A copy shall be board nine the Classout Decuments. A displicate copy of this record shall be delivered to the Owner at the end of the work.

ATTR CONFORME SQUARE SUPER NO KAPILIS, FLORECA JATINA TELEPHONE ZIS-443-1685

ARCHITECT

Accessones: Provide cont. aluminum transition strip where abutting dissimila-floor finishes. Materials: Provide commercial carpet tiles indicated in the Color Schedule.

Execution: Move existing farminare and equipment as needed to remove souting carpit and notified implemented reprise. Install materials in accedatable in accedatable in accedatable with manufacturers instructions. Clean substrate thorus and repair surface defects as required for a proper installation of carpit clear. Vaccoum clean carpie.

Extra Materials: Deliver 5% extra stock of carpet tiles to Owner upon completion. Final Acceptance: Clean and protect finish floors until final acceptance by Owner.

Not Used

DIVISION 14 - CONVEYING SYSTEMS

DIVISION 13 - SPECIAL CONSTRUCTION

Not Used DIVISION 12 - FURNISHINGS Not Used DIVISION 11 - EQUIPMEN Not Used DIVISION 10 SPECIALTIES

General: Paint existing interior partitions, walls, paint doors or other wood stain linished trim, P materials required for a complete and proper ag and specified. is, wood base, and trim. Do not Provide all labor and application of materials scheduled

> DIVISION 15 - MECHANICAL Not Used

Referenced Standards: Requirements of Division 1, Florida Plumbing and Mechanical Codes, DSHA, ASHRAE, AMCA, SMACNA, and UL apply to work 15000 GENERAL

Provide temporary supports for existing mechanical work including diffusers grillers, and registers. Coordinate with other trades of Scope of Work: luring replacement of existing ceiling grid.

16000 GENERAL DIVISION 16 - ELECTRICAL

Scope of Work: Referenced Standards: Regu apply to work of this section , NEC, NFPA, NEMA

Provide temporary supports for existing devices, etc. Coordinate with other trades sectrical work including light fixtures,

Include wiring extensions, connections, etc., as may be required for a complete and proper installation. Relocate existing fixtures, devices, fan, etc., to new ceiling grid as indicated on the Reflected Ceiling Plan. Maintain positions and alignments indicated.

END OF SPECIFICATIONS

Extra Materials: Deliver all extra paint materials to Dwner, providing not less than one gal, primary wall color and one gal, each for all other colors used on the project. Cleanup: Remove masking when finished. Carefully remove paint from materials not intended for paint finish. Clean and touch-up as required.

ISSUED FOR PERMITS ISSUE 6 REVISION DATES REVIEW

O1-15-16
VICTOR J. LATAVISH, AJA
AR 11942

Community Services Department 280 Riverside Circle Naples, Florida 34102 for the City of Naples Naples, Florida

SHEET NUMBER	PROJECT NUMBER	SCALE 11 x 17	SCALE 24 x 36
A2.1	15-577	W.T.S.	N.I.S.

#### **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 \$8,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$89,282.00.

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

#### ATTACHMENT A - COST SCHEDULE

CC	COST SCHEDULE  MMUNITY SERVICES BUILDING INTERIOR	LIDODADE
	MIMONITY SERVICES BUILDING INTERIOR	UPGRADE
Item	Description	Cost
1	Demolition And Removal Of Existing	\$ 5,934.00
2	Supply And Install Ceiling Grid, Insulation, Tile	28, 945,50
3	Supply And Install New Carpet And Wall Trim	22,074.2
4	Paint Interior	9,119,50
5	Other Items Not Included In Items 1-4	2,961. 25
6	General Conditions	12,247.50
Total		\$ 81,282.00
Email Name	any Name Jim Duff 4 Construction PH 238.27  Time Jimbuff 4 Construction, Com  and Title of individual completing this schedule:  mes P. Duff 4 PRESIDENT  ed Name) (Title)	

**END OF EXHIBIT B** 

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#### **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 **President of the Jim Duffy Construction**, **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 30 day of MAnch, 2016.