



CITY OF NAPLES CONTRACT TRANSMITTAL

(TO BE USED FOR CCNA CONTRACTS BELOW \$50,000.01

CONTRACTOR:	The A.D. Morgan Corporation; Reference Request for Qualifications Proposal No. RFQ 001-13
CONTRACT AMOUNT:	\$50,000.00 for Professional Architechture Services to Assess, Report and Make Recommendations on the Conditions of its Aging Facilities.
EFFECTIVE DATES:	This agreement shall take effect on the date of execution by the last party to execute this agreement.
AUTHORIZATION:	ORDINANCE AMENDING SECTION 2-667 (2), Except as otherwise provided in this division, contracts for the procurement of goods or services that do not exceed \$50,000 on a single purchase or per annum basis may be awarded by the city manager.
FUNDING SOURCE	\$8,000.00 [110-0602-524-3104] ; \$8,000.00 [420-2001-533-3104] ; \$32,000.00 [340-1417-519-3104]
CERTIFIED BY:	<i>David Seery</i> Purchasing Manager 4/29/13
RECOMMENDED BY:	<i>David Seery</i> (Department Head Signature & Date) 5.2.13
CERTIFIED BY:	<i>Ann Marie Riccardi</i> (Finance Director Signature & Date) 5/3/13
REVIEWED BY:	<i>R.D. Punt</i> (City Attorney-Initial Here, Date, Sign Contract & Forward to City Manager)
REVIEWED BY:	<i>[Signature]</i> (City Manager-Initial Here, Date, Sign Contract & Forward to City Clerk) 5/7/13
ATTESTED BY:	<i>Leticia L. Rambo</i> (City Clerk-Initial Here, Date, Sign Contract & forward copy to Purchasing) 5/7/13

ATTACHMENTS:

- Staff Memo
- Committee Ranking
- Contract
- Other

Please return to Purchasing for distribution after all have reviewed/signed.



Memo

Community Services Department

Parks and Parkways • Recreation • Facilities Maintenance

TO: Jed Secory, Purchasing Manager
FROM: Joe Boscaglia, Parks & Parkways/Facilities Maintenance Superintendent
DATE: April 24, 2013
SUBJECT: A.D. Morgan Request for Contract
Professional Architectural Services

This request for contract includes services provided by A.D. Morgan for Professional Architectural Services to access, report and make recommendations on the conditions of the City's aging facilities.

The purpose of the property assessment is to observe the general condition of the building site, and facility. The report will identify those areas that will require corrective repairs both short term and long term. The report will also include an overall statement of the current condition of the asset property.

City staff has identified and prioritized the facilities that will receive the assessment this fiscal year 2012/2013. The goal is to have all City facilities receive the assessment and have both short term and long term Capital Improvement budgets prepared.

Ethics above all else... Service to others before self... Quality in all that we do.

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. RFQ 001-13

Contract No. _____

Project Name Professional Architectural Services to Assess, Report and Make Recommendations on the Conditions of its Aging Facilities.

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of May 2013, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and The A.D. Morgan Corporation, a Florida corporation, located at: 716 North Renellie Drive; Florida 33609 (the "CONTRACTOR").

WITNESSETH:

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 a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **Professional Architectural Services to Assess, Report, and Make Recommendations on the Condition of its Aging Facilities** 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 professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional 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 professional 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 professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants 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 professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with

respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **September 30, 2014 with the CITY's option of two (2) one (1) year renewals**. 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.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$50,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless

otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those

services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

The A.D. Morgan Corporation
716 North Renellie Drive
Tampa, Florida 33609
Attention: **Rebecca Smith**, President
FEI/EIN Number 592933439

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a

waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

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



ATTEST:

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

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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

Approved as to form
and legal sufficiency:

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

CONTRACTOR:

The A.D. Morgan Corporation
716 North Renellie Drive
Tampa, Florida 33609
Attention: **Rebecca Smith**, President
FEI/EIN Number 592933439
A Florida Corporation

David P. Wade
Witness

By: Rebecca Smith
Its President 4/26/13

(CORPORATE SEAL)



EXHIBIT A

SCOPE OF SERVICES

Purpose

The purpose of the Property Assessment Status Systems (PASS) is to observe the general condition of the building site, facility and other improvements at the referenced location. The report will identify those areas that will require corrective repairs both near and long term as well as provide an overall statement of the current condition of the asset property. The result of the report will provide the reader a clear understanding of the appearance, systems, and state of operation of the facility.

Methodology

The Property Assessment Systems Survey is based on a site visit, in which A.D. MORGAN performed a visual, non-intrusive and non-destructive evaluation of various external and internal building components. These components included: Site (site drainage, pavement, sidewalks and landscaping), fixed systems (building envelope and roof), and operating systems (HVAC, Electrical, Plumbing, Fire Protection and Vertical Transportation systems).

Note: this is not a building code, safety, regulatory or environmental compliance inspection.

During the initial site visit we will interview the designated property manager/maintenance staff to hi-light specific areas of concern. We will use available drawings or site documentation to confirm the general character of the construction.

Photographs will be taken to provide a record of general condition of the facility. As well as the specific deficiencies observed.

This Property Assessment Systems Survey reflects the evaluator's judgment of the physical condition of the components, their ages and their expected useful life (EUL). It is understood that the conclusions presented are based upon the evaluator's professional judgment. The actual performance of the individual components may vary from a reasonably expected standard and will be affected by unknown circumstances or other causes that may occur after the date of the evaluation.

Scope of the Property Condition Report (PCR)

Site, Parking and Landscaping Evaluation

- Review the overall condition of the site parking, walkways and landscaping
- Review the sprinkler system for broken components, timer settings, coverage, etc.
- Check to see that all site lighting is functioning and operating on the appropriate schedule
- Check surface parking for wear, striping and overall condition. Check storm water drainage to ensure proper run-off of stormwater.
- Review of handicapped signage, parking areas, ramps, etc. for continue code compliance (verify correctness of existing materials).

Fixed Systems Evaluation

Roof

- Check for signs of ponding water or roof surface. Review overall condition of roofing membrane.
- Check roof drains and scuppers to ensure free flow of water.
- Check soffits/fascia for signs of water penetration.

Building Envelope

- Check exterior wall surfaces for general condition of skin and finishes
- Perform a visual check of exterior doors and windows for integrity of caulking and sealants (Note: scope of work limited to inspection without hoisting/rigging equipment or mechanical lifts).

Common Area Interior

- Inspect general condition of wall surfaces, wall covering, floors and ceiling aesthetic quality.
- Inspect common area signage and lighting for overall condition and safety.
- Inspect exit signage for operation.
- Check elevators for overall operation.

Operating Systems

Inspect general condition of operating systems including:

- HVAC
- Electrical
- Plumbing
- Fire Protection
- Vertical transport systems

Review general maintenance program (i.e. On-site reports & logs for filters, light bulbs, ADA compliance, and inspection certifications).

Check elevators for function, current certification, hazards and overall aesthetic quality.

Establishing and Managing the Team

Our property evaluation team is comprised of three representatives; each of whom brings individual expertise in the field of contraction and design. (Please refer to the credentials of our facilities services staff). Dave Wade, our facilities services division manager will lead each property evaluation. Daryl McClain, AIA, our architectural sub-consultant will also be assigned to each property evaluation.

The team mobilized to the project site and gains a general overview of the property and its characteristics. The evaluation process is executed using an I-Pad based program. All notes and photographs are captured on the mobile I-Pads which provides for efficient and expeditious reporting.

Following the field investigation, the individual notes are compiled at the office, the information is integrated and further site visits follow as clarification is required. The final report is a compilation of all team members input. The cost analysis is prepared by George Goodspeed, our senior estimator and manager of pre-construction.

The final report will be reviewed with the City of Naples Staff prior to its publication. We provide all reports in both written and electronic versions for convenience to our clients.

Outline of the Elements of our Report –

The Property Assessment and Systems Survey (PASS)

Section 1 – Executive Summary

Section 2 – Inspection Methodology

- a) Site Checklist & Status Report
- b) Fixed System Checklist and Status Report
- c) Operating System Checklist & Status Report

Section 3 – Cost Impact Estimate

(Identified by Priority – Immediate need, within 2 years and within 5 years)

Section 4 – General Property Information & Contacts

Section 5 – Current building operating equipment inventory with warranty data

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 as indicated *in Exhibit B-1, which is attached and made part of this Agreement*]:

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the **President** of the **The A.D. Morgan Corporation** ("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 26 day of April, 2013.

By: _____

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED before me this 26th day of April, 2013.

The Affiant, Rebecca Smith, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.



Jessica Kerns
Print Name: _____

Jessica Kerns
NOTARY PUBLIC - STATE
OF Florida

Commission Number: EE 192912
My Commission Expires: April 25, 2016
(Notary Seal)

Leaders In Providing
Construction Solutions



A.D. MORGAN
CORPORATION

General Contractors
Construction Managers

OFFICES

TAMPA

Corporate Headquarters
716 N. Renellie Drive
Tampa, Florida 33609
PH: 813 • 832 • 3033
FAX: 813 • 831 • 9860

OCALA

3405 SW College Road
Suite#205
Ocala, Florida 33707
PH: 352 • 237 • 2414
FAX: 352 • 237 • 1733

SEBRING

147 Ridgewood Drive
Sebring, Florida 33870
PH: 863 • 386 • 5500
FAX: 863 • 386 • 5503

COCOA

109 King Street
Cocoa, Florida 32922
PH: 321 • 636 • 5447
FAX: 321 • 632 • 8972

BRADENTON

2411 Manatee Avenue W.
Bradenton, Florida 34205
PH: 941 • 747 • 3001
FAX: 941 • 747 • 3015

CGC 044502

April 10, 2013

Mr. Jed Secory
Purchasing Manager
City of Naples
735 8th Street South
Naples, FL 34102

RE: Cost Proposal – RFP-001-13

Dear Mr. Secory:

Thank you for the opportunity to provide Professional Services for the above referenced RFP. We have prepared a cost proposal per your request that includes a forecast for these services through September 30, 2016 and are as follows:

- Current through September 30, 2014 - \$0.35/ Sq.Ft.
- October 1, 2014 through September 30, 2015 - \$0.37/ Sq.Ft.
- October 1, 2015 through September 30, 2016 - \$0.39/ Sq.Ft.

We understand that the first set of buildings that you would like us to review are:

1. Developmental Services Building / Police Department
2. Norris Community Center
3. Utilities Administration Building
4. River Park Community Center
5. Fire Station No.1

Based on our preliminary estimate (Google Map), the combined square footage is approximately 80,000 sq.ft. The final square footage will be verified as we begin our review.

We propose to begin our on-site investigation beginning the week of April 29th. We anticipate completion of this phase of work by May 10th which will allow the final report to be submitted in early June.

We look forward to working with The City as you move forward in the evaluation of your facilities.

If you have any questions, please don't hesitate to contact us.

Very Truly Yours,

THE A. D. MORGAN CORPORATION

Rebecca Smith
President & Owner

XC: Dave Lykins
Joe Boscaglia