

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

**Bid/Proposal No.**                    **18-017**

**Clerk Tracking No.**                2018-00077

**Project Name:**                    **Naples Pier Restoration**

THIS AGREEMENT (the "Agreement") is made and entered into this 6<sup>th</sup> day of June 2018 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Zep Construction, Inc.**, a Florida Corporation located at: 7802 Jean Boulevard; Fort Myers, Fort Myers, Florida 33967 (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. 18-017 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 **Naples Pier Restoration** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

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

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies that regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation that is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

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

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

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

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

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

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

2.2. The Project Coordinator shall:

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

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

### ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT 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 Projects assigned to this Agreement and **shall be performed and completed within 60-days of the issuance of the Notice to Proceed with an estimated completion date of September 8, 2018.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice-to-Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

3.6 Bond. A Payment & Performance Bond with be issued to CONTRACTOR by a surety insurer authorized to do business in this state as surety. CONTRACTOR prior to commencement of work, will record Payment & Performance Bond in the public records of the Clerk of Collier County.

#### ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed \$277,109.00 that includes a \$36,145.00 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.

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

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: **239-213-1015**; Email: **PublicRecordsRequests@naplesgov.com**; Address: **735 8<sup>th</sup> Street S., Naples, Florida 34102**; Mailing address: same as street address.

**5.3 The CONTRACTOR shall:**

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

**ARTICLE SIX  
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, all 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 days 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:

Zep Construction, Inc.  
7802 Jean Boulevard; Fort Myers, Florida 33967  
Attention: **Jovan A. Zepcevski**, 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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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

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

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit D**, and with **EXHIBIT E: FEMA Supplemental Conditions and Contract Provisions for non-Federal Entity Contracts Under Federal Award** herein referenced and made a part of this Agreement.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

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

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

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


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

**END OF ARTICLE PAGE**




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

ATTEST:

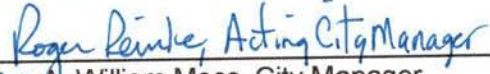
By:   
Patricia L. Rambosk, City Clerk

Approved as to form and legal sufficiency:

By:   
Robert D. Pritt, City Attorney

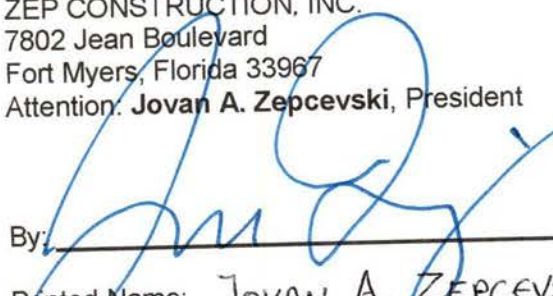
**CITY:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By:   
For: A. William Moss, City Manager

**CONTRACTOR:**

ZEP CONSTRUCTION, INC.  
7802 Jean Boulevard  
Fort Myers, Florida 33967  
Attention: **Jovan A. Zepcevski**, President

By: 

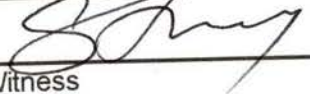
Printed Name: JOVAN A. ZEPCEVSKI

Title: PRESIDENT

FEI/EIN Number: On File  
Florida Corporation

**591448314**  
(FL)

**CONTRACTOR:**



Witness

SIMON ZEPCEVSKI  
Witness Printed Name

(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.18-017, titled Naples Pier Restoration herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

### Scope of Work

Hurricane Irma came ashore Naples, FL on September 10th, 2017 causing damage to the recently restored Naples City Pier (hereon referred to as the "Pier"). The damage was concentrated at the western edge of the Pier and continued east ending just before the concession area.

The concrete pilings, concrete bents and original overwater structures were built in the mid 1990's by Kelly Brothers Inc. and the restoration project was completed in 2015 by Manhattan Construction Group. The new wood structure consists of IPE handrails, 5/4" x 6" IPE decking, 4x10 rough cut stringers affixed to the concrete bents with stainless steel angle brackets and stainless-steel fasteners. The 2015 scope of work included new electric, site lighting, water, fire, sewer upland bathrooms and restoration of the overwater buildings.

The damage to the structure consists of broken railing, split stringers, split deck boards and damage to the new siding on the overwater buildings. No testing has been completed on the electric or plumbing to date but damage has been observed to the conduits and support brackets justifying further analysis to determine the extent of any repairs.

Turrell, Hall & Associates, Inc. and Existing Structures Inc. have teamed up to design the repairs. These repairs include the replacement of the damaged hand railing, decking, stringers, modifications to the existing stainless-steel bracket fasteners, repairs to the buildings and utility testing.

### Technical Specifications

All contractors shall ensure that their bid covers all specifications included in this document. This document addresses the specifications for the Pier repairs and its components, additional specifications for the utilities and overwater buildings may be found in the engineering plans. These are minimum specifications and if Contractor wishes to submit any alternatives to the specifications or items listed they must do so to the City of Naples for approval prior to bid submittal.

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#### **Schedule of Values:**

1. **ENVIRONMENTAL / PERMITS / SIGNAGE:** The purpose of this specification (environmental protection) is defined as the retention of the environment in its natural state to the greatest possible extent during construction. Environmental considerations are air, water, land, and involve waste management, noise, and other pollutants. During construction the Contractor and sub-contractors shall observe all rules and conditions described in all applicable permits. Contractor shall display temporary manatee signs, instruct workers to the required conditions of operating vessels in a manatee zone and instruct workers to the required conditions of construction activities in sea turtle nesting areas.
2. **CONSTRUCTION SPECIFICATIONS / DRAWINGS:** All work shall be in accordance with drawings, plans, and specifications provided by Turrell, Hall & Associates, Inc. and Existing Structures, Inc. which shall be a part of this Bid and its Contract.
3. **SUBMITTALS:** Each submittal shall be sent from the Contractor to the Engineer. The Contractor shall be advised to coordinate with others and deliver submittals in a timely manner to ensure that work is not delayed and this shall be figured into the Contractor's schedule before construction begins. Engineer is not responsible for delay in work due to submittal approval. Engineer requires ten (10) business days from date of stamped receipt of the received submittals to review submittals plus any time required for delivery by mail to Contractor. Contractor may pick up submittals from Engineer's office to avoid delivery time delay.
4. **SAFETY:** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
5. **USE OF PREMISES:** Contractor shall confine all construction and storage of materials to mutually agreed upon staging areas and shall install chain link fence, with a screen cover, to prevent access to staging area and all work areas by unauthorized personnel. The area may be shared with other public or private parties and coordination / cooperation is required. Debris and discard will be cleared daily in work and storage areas. Contractor will provide container / truck for disposal and cleaning of work area if necessary. The Permittee/Owner has no means for disposal of debris. Contractor is solely responsible for disposal of debris and refuse. Contractor shall maintain drainage of the laydown yard during all phases of construction. All sidewalks on site that have to be crossed over with equipment shall be covered with a protective cover of dirt, sand, and / or plywood including the loading and unloading area in the staging. The public beach access to the south of the staging area will remain open

during the course of construction. The restrooms and showers will be off limits to the public.

6. **CLEAN UP AND PROTECTIONS:** Any existing surface or subsurface improvements, including, but not limited to sidewalks, driveways, seawalls, pipes, utilities, footings, structures, grass, trees, and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the project construction period. Any such improvements so damaged, shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work at Contractor's cost.
  
7. **INCLEMENT WEATHER PREPAREDNESS / HURRICANE PLAN:** Prior to commencement of work, Contractor must provide weather preparedness plan in writing to the Owner should unfavorable weather patterns develop during construction, the Contractor and Permittee /Owner shall mutually agree upon a plan to secure the site and/or materials. No reimbursement or additional cost will be applied to Permittee/Owner for carrying out the plan. The Contractor shall not be entitled to, and Owner shall not be responsible for, any claim for additional compensation as a result of Contractor's compliance with the weather preparedness plan.
  
8. **MOBILIZATION / DEMOBILIZATION**
  - 8.1. Contractor shall include the cost for mobilizing and demobilizing any and all equipment required to complete the Scope of Work.
  - 8.2. Any specialty equipment required to complete any portion of the project shall be included in the bid proposal.
  - 8.3. Contractor may bill for their mobilization upon their arrival to the site and the erection of the temporary construction fence.
  - 8.4. Contractor may bill for their demobilization upon the completion of the project with their 100% bill that will still include the 10% retainage withheld until all terms of the contract are satisfied.
  
9. **DEMOLITION:**
  - 9.1. Debris from demolition and items indicated to be removed shall be removed from the Owner's property and properly disposed of by the Contractor in a permitted sanitary landfill, as is appropriate for the material being removed.

- 9.2. The Contractor shall immediately remove and properly dispose of any debris that enters the water in or outside of the construction area during the demolition or construction of the indicated structures.
- 9.3. Site will be cleaned daily of debris.
- 9.4. Proper electric and water disconnects in the work area is the responsibility of the Contractor.
- 9.5. Contractor shall pressure clean all surfaces free of bird excrements prior to starting all work.

#### 10. WOOD TIMBER SPECIFICATIONS:

- 10.1. All stringers shall be rough cut 4in. x 10in. at a maximum 24in. on center spacing and connected to the stainless-steel angle brackets with a single 3/4in. stainless-steel bolt where applicable.
- 10.2. All wood framing members shall full width lumber (not S4S) be 0.60PCF CCA treatments, grade No.1 southern yellow pine.
- 10.3. Decking shall be fastened with 2 stainless-steel screws per board above each stringer with a minimum 2in. penetration into stringers.
- 10.4. Base bid shall include 5/4in. x 6in. IPE hardwood, spaced 1/8in. (#6 nail) attached with approved countersunk stainless-steel screws with a minimum 2in. penetration into stringers. All exposed IPE wood cuts to be sealed. Contractor to supply seal for approval prior to application.
  - 10.4.1. Optional Decking – Contractor shall provide a price in the Options Schedule of Values to replace the base bid IPE decking with 2in. by 6in. IPE hardwood including a transition board between the existing 5/4in. decking and the new 2in decking at the Concession area. Fasteners shall be stepped up one size to account for the reduced penetration.
- 10.5. All IPE lumber shall be Grade A and Contractor shall work with Engineer to field assess lumber for defects and return any rejected lumber.
- 10.6. All decking on main pier run shall be installed with full length deck boards, no joints. Joints are permissible at the Pavilion area decking replacement only.
- 10.7. All decking materials shall be spaced as indicated in notes with final spacing approval by project Engineer.
- 10.8. All decking and rail shall be rasped or sanded to finish the edges.

- 10.9. Contractor shall replace 7 new deck boards over every concrete bent within the work area. For bents that require more than 7 new boards Contractor shall use the undamaged existing decking.
- 10.10. All undamaged deck boards that are removed over the bents or replaced stringers shall be neatly bundled and saved for the City.

## 11. STAINLESS-STEEL FASTENER AND BRACKET SPECIFICATIONS

- 11.1. All stainless fastener steel bolts / attachments into decking, railing or concrete shall be #316 grade stainless-steel. Stainless fasteners below deck may be #304/305 stainless-steel.
- 11.2. No substitution to stainless-steel will be permitted.
- 11.3. All new brackets shall be constructed out of #304/305 stainless-steel and shop drawing from the manufacture shall be provided to the engineer for approval prior to manufacturing.
- 11.4. All deck fasteners installed in the new IPE decking over the existing concrete bents shall be No. 12 bugle head #316 stainless-steel deck screws pre-drilled and counter sunk by hand. No self-drilling / self-countersinking screws will be permitted in these areas. These screws may have to be removed during future post storm inspections of the Pier and therefore need to be removable by conventional methods.
- 11.5. Self-drilling / self-countersinking screws designed for IPE hardwoods may be used on all other areas of decking and shall be #316 stainless-steel.
- 11.6. Any attachments into concrete will be with Hilti HY 150 adhesive epoxy or equal with proper drill sizes and depths per manufacturer specifications.

## 12. RAILING:

- 12.1. Railing shall be per plans and specifications and match the existing rail installed onsite.
- 12.2. Rail posts shall be 4in. x 4in. S4S IPE rail posts.
- 12.3. Mid and top horizontal rails shall be 2in. x 4in. S4S IPE with ship lap joints over the rail posts where applicable.
- 12.4. Top angled rail shall be 5/4" x 6in. S4S IPE with IPE cleats installed between rail posts.



- 12.5. Contractor will need to remove and replace railing in areas where an outside stringer is being replaced.

### 13. GROUT PAD SPECIFICATIONS

- 13.1. Contractor shall pour grout pads where indicated in the plan set to eliminate the need of the IPE shims used during previous construction.
- 13.2. Grout shall be Chockfast urethane or epoxy grout. Contractor shall submit grout for approval prior to commencement.

### 14. OVERWATER BUILDING SPECIFICATIONS

- 14.1. Contractor shall install new furring strips and Hardiboard Artisan Smooth Lap Siding where indicated in plan set.
- 14.2. A new waterproofing barrier shall be used where damaged on the Concession building.
- 14.3. Siding shall be painted to match existing buildings.

### 15. UTILITY TESTING:

- 15.1. Within 30 days of contract signing Contractor shall conduct testing of the electrical, water and standpipe system within the work area.
- 15.2. The electrical system shall be tested for any violation to the wire shielding through megger testing or approved equivalent. All lighting shall be verified to be working. All electrical outlets shall be tested under load, voltage loss, and current leakage and for correct wiring.
- 15.3. A price shall be provided to restore the electrical conduit to operable conditions along with repairing any discovered deficiencies.
- 15.4. Water pipes shall be pressure tested for leaks, if leaks are found Contractor shall identify them for repair.
- 15.5. A price shall be provided to restore the water service to operable conditions along with repairing any discovered deficiencies.
- 15.6. The dry standpipe system shall be pressure tested for leaks, if leaks are found Contractor shall identify them for repair.
- 15.7. A price shall be provided to restore the fire suppression system to operable conditions along with repairing any discovered deficiencies.

**16. SURVEY:**

- 16.1. A Boundary Survey with benchmarks shall be provided by the Permittee/Owner. The Contractor will be responsible for a post construction survey and include the cost in the Bid Proposal.
- 16.2. Contractor shall provide 4 copies of the Asbuilt Survey to Owner and a CAD file georeferenced in Florida South State Plane coordinates.
- 16.3. Asbuilt Survey shall indicate all work completed by the contractor.

**MATERIALS & MANUFACTURERS**

The Bidder is required to state below, material and manufacturers he proposes to utilize on this project. No change will be allowed after submittal of Bid. Any substitute material proposed must be listed below and must be approved by Engineer, Bidder shall furnish the manufacturer named and the specifications. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

**MATERIAL**

**MANUFACTURER**

1. IPE wood

Decks & Decks

2. PT lumber

Decks & Decks

3. Hardware

Florida Tools & Fasteners

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

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18. \_\_\_\_\_

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LIST OF SUBCONTRACTORS

The undersigned states the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and such list will not be added to nor altered without written consent of the owner through the Engineer.

**Subcontractor and Address**

**Class of Work to be Performed**

1. Infinite Construction  
6749 Idlewild St.  
Fort Myers FL 33966

Carpentry

2. KDC ELECTK  
10 REPUBLIC DRIVE  
NAPLES, FLORIDA 34112

ELECTRICAL INSPECTION

3. VICTOR  
8527 PEGASUS DR  
LEHIGH ACRES, FL 33971

PLUMBING INSPECTION

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

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EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Attachment B-1 which is attached and made a part of this Agreement. The CITY is adding a separate \$36,145.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$277,109.00. Note: Below table indicates the dollars amounts stated in Attachment B-1 for Base Bid Plus Options C + D + F + G, Minus Credit for Line Item 2 of Base Bid that create the total of the Agreement with City Controlled Contingency.

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

Item #	Description	Unit	Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	EA	2	17,587.50	35,175.00
2	New 5/4" x 6" IPE per Repair Schedule – Bent 38-69 (out)	SF	2,268	21.00	47,628.00
3	Railing Replacement	LS	63	88.00	5,544.00
4	Stringer Replacement	EA	27	396.00	10,692.00
5	Remove Stringer Bolts	EA	216	10.00	2,160.00
6	Remove Remaining Exposed Splice Boards	EA	12	217.00	2,604.00
7	New Stainless Steel Brackets	EA	16	333.00	5,328.00
8	Grout Pads	EA	6	424.00	2,544.00
9	Building Repairs	LS	1	2,836.00	2,836.00
10	Utility Testing	LS	1	1,269.00	1,269.00
11	Asbuilt Survey	LS	1	2,360.00	2,360.00
Option 1	All new 5/4" x 6" IPE Decking – Bent 38-69 (Out)	SF	6,838	19.00	129,922.00
Option 2	Bolt & Splice Board Removal – Bent 1-38 (In)	EA	37	93.00	3,441
Option 3	New (7) 5/4" x 6" IPE over each bent – Bent 1-38 (In)	EA	259	141.00	36,519.00
Option 4	Furnish Spare Stringers	EA	5	114.00	570.00
Credit	New 5/4" x 6" IPE per Repair Schedule – Bent 38-69 (out)	SF	2,268	21.00	(47,628.00)
	<b>Base Bid Total w/Options 1,2,3,4 as Described Above</b>			<b>TOTAL COST</b>	<b>\$ 240,964.00</b>
	<b>Contingency 15%</b>				<b>36,145.00</b>
	<b>Total Contract Award</b>				<b>\$ 277,109.00</b>

END OF EXHIBIT B

**Attachment B-1**

City of Naples  
Opening Date 05/09/2018 - FOR INFORMATION PURPOSE ONLY  
18-017 NAPLES PIER RESTORATION

Item #	DESCRIPTION	VENDOR NAME	Unit	Qty.	Zep Construction		Sabal Construction Inc.		Manhattan Road & Bridge Co.		V & H Construction, Inc.	
					Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization/Demobilization		EA	2	\$ 17,587.50	\$ 35,175.00	\$ 10,000.00	\$ 20,000.00	\$ 10,527.27	\$ 21,054.54	\$ 18,000.00	\$ 36,000.00
2	New 5/4"x6" IPE per Repair Schedule - Bent 38 out		SF	2268	\$ 21.00	\$ 47,628.00	\$ 40.00	\$ 90,720.00	\$ 40.00	\$ 90,720.00	\$ 48.00	\$ 108,864.00
3	Railing Replacement		LF	63	\$ 88.00	\$ 5,544.00	\$ 120.00	\$ 7,560.00	\$ 185.00	\$ 11,655.00	\$ 220.00	\$ 13,860.00
4	Stringer Replacement		EA	27	\$ 396.00	\$ 10,692.00	\$ 350.00	\$ 9,450.00	\$ 850.00	\$ 22,950.00	\$ 635.00	\$ 17,145.00
5	Remove Stinger Bolts		EA	216	\$ 10.00	\$ 2,160.00	\$ 50.00	\$ 10,800.00	\$ 125.00	\$ 27,000.00	\$ 45.00	\$ 9,720.00
6	Remove Remaining Exposed Splice Boards		EA	12	\$ 217.00	\$ 2,604.00	\$ 250.00	\$ 3,000.00	\$ 185.00	\$ 2,220.00	\$ 200.00	\$ 2,400.00
7	New Stainless Steel Brackets		EA	16	\$ 333.00	\$ 5,328.00	\$ 400.00	\$ 6,400.00	\$ 650.00	\$ 10,400.00	\$ 500.00	\$ 8,000.00
8	Grout Pads		EA	6	\$ 424.00	\$ 2,544.00	\$ 1,500.00	\$ 9,000.00	\$ 950.00	\$ 5,700.00	\$ 750.00	\$ 4,500.00
9	Building Repairs		LS	1	\$ 2,836.00	\$ 2,836.00	\$ 13,500.00	\$ 13,500.00	\$ 8,500.00	\$ 8,500.00	\$ 7,500.00	\$ 7,500.00
10	Utility Testing		LS	1	\$ 1,269.00	\$ 1,269.00	\$ 18,000.00	\$ 18,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
11	Asbuilt Survey		LS	1	\$ 2,360.00	\$ 2,360.00	\$ 6,000.00	\$ 6,000.00	\$ 8,500.00	\$ 8,500.00	\$ 2,850.00	\$ 2,850.00
12	<b>BASE BID TOTAL</b>					<b>\$ 118,140.00</b>		<b>\$ 194,430.00</b>		<b>\$ 211,199.54</b>		<b>\$ 215,989.00</b>

Item #	DESCRIPTION	VENDOR NAME	Unit	Qty.	Zep Construction			Sabal Construction Inc.			Manhattan Road & Bridge Co.			V & H Construction, Inc.		
					Unit Price	Total Cost	Add. Days	Unit Price	Total Cost	Add. Days	Unit Price	Total Cost	Add. Days	Unit Price	Total Cost	Add. Days
A	All New 5/4" x 6" Decking - Bent 38 out (substitute Line 2)		SF	6838	\$19.00	\$129,922.00	31	\$36.00	\$246,168.00	60	\$32.05	\$219,157.90	30	\$27.00	\$184,626.00	0
B	All New 2" x 6" Decking - Bent 38 out (substitute Line 2)		SF	6838	\$26.00	\$177,788.00	31	\$51.60	\$352,840.80	60	\$46.50	\$317,967.00	40	\$38.00	\$29,844.00	140
C	New (7) 5/4"x6" IPE over each bent - Inside of Bent 38		EA	259	\$141.00	\$36,519.00	13	\$240.00	\$62,160.00	30	\$183.10	\$47,422.90	10	\$160.00	\$41,440.00	5
D	All New 5/4" x 6" Decking - Inside of Bent 38		SF	6838	\$19.00	\$129,922.00	29	\$36.00	\$246,168.00	60	\$32.05	\$219,157.90	30	\$26.00	\$177,788.00	20
E	All New 2" x 6" Decking - Inside of Bent 38		SF	6838	\$25.70	\$175,736.60	29	\$51.60	\$352,840.80	60	\$46.50	\$317,967.00	40	\$37.00	\$253,066.00	140
F	Bolt & Splice Board Removal - Inside of Bent 38		EA	37	\$93.00	\$3,441.00	2	\$250.00	\$9,250.00	15	\$175.00	\$6,475.00	3	\$200.00	\$7,400.00	10
G	Furnish Spare Stringers		EA	5	\$114.00	\$570.00	0	\$100.00	\$500.00	n/a	\$183.00	\$915.00	n/a	\$200.00	\$1,000.00	0
H	Install Spare Stringers		EA	5	\$313.00	\$1,565.00	1	\$250.00	\$1,250.00	n/a	\$687.50	\$3,437.50	n/a	\$450.00	\$2,250.00	1
I	New 5/4" X 6" X 12 ft IPE Deck Board Installed		EA	1	\$97.00	\$97.00	0.5	\$164.00	\$164.00	n/a	\$145.00	\$145.00	n/a	\$160.00	\$160.00	0.5
J	New 5/4" x 6" x 12ft x 15 ft Section of Pier IPE Decking		SF	180	\$29.00	\$5,220.00	0.5	\$6,480.00	\$1,166,400.00	5	\$32.55	\$5,859.00	n/a	\$40.00	\$7,200.00	2
C	New (7) 5/4"x6" IPE over each bent - Inside of Bent 38		EA	259	\$141.00	\$36,519.00	13	\$240.00	\$62,160.00	30	\$183.10	\$47,422.90	10	\$160.00	\$41,440.00	5
F	Bolt & Splice Board Removal - Inside of Bent 38		EA	37	\$93.00	\$3,441.00	2	\$250.00	\$9,250.00	15	\$175.00	\$6,475.00	3	\$200.00	\$7,400.00	10
G	Furnish Spare Stringers		EA	5	\$114.00	\$570.00	0	\$100.00	\$500.00	n/a	\$183.00	\$915.00	n/a	\$200.00	\$1,000.00	0
<b>Base Bid Plus Options C + F + G</b>						<b>\$158,670.00</b>			<b>\$266,340.00</b>			<b>\$266,012.44</b>			<b>\$265,829.00</b>	

C	New (7) 5/4"x6" IPE over each bent - Inside of Bent 38		EA	259	\$141.00	\$36,519.00	13	\$240.00	\$62,160.00	30	\$183.10	\$47,422.90	10	\$160.00	\$41,440.00	5
D	All New 5/4" x 6" Decking - Inside of Bent 38		SF	6838	\$19.00	\$129,922.00	29	\$36.00	\$246,168.00	60	\$32.05	\$219,157.90	30	\$26.00	\$177,788.00	20
F	Bolt & Splice Board Removal - Inside of Bent 38		EA	37	\$93.00	\$3,441.00	2	\$250.00	\$9,250.00	15	\$175.00	\$6,475.00	3	\$200.00	\$7,400.00	10
G	Furnish Spare Stringers		EA	5	\$114.00	\$570.00	0	\$100.00	\$500.00	n/a	\$183.00	\$915.00	n/a	\$200.00	\$1,000.00	0
2	New 5/4"x6" IPE per Repair Schedule - Bent 38 out		SF	2268	\$ 21.00	\$ 47,628.00		\$ 40.00	\$ 90,720.00		\$ 40.00	\$ 90,720.00		\$ 48.00	\$ 108,864.00	
<b>Base Bid Plus Options C + D + F + G, Minus Credit for Line Item 2 of Base Bid</b>						<b>\$ 240,964.00</b>			<b>\$ 421,788.00</b>			<b>\$ 394,450.34</b>			<b>\$ 334,753.00</b>	
A	All New 5/4" x 6" Decking - Bent 38 out (substitute Line 2)		SF	6838	\$19.00	\$129,922.00	31	\$36.00	\$246,168.00	60	\$32.05	\$219,157.90	30	\$27.00	\$184,626.00	0
D	All New 5/4" x 6" Decking - Inside of Bent 38		SF	6838	\$19.00	\$129,922.00	29	\$36.00	\$246,168.00	60	\$32.05	\$219,157.90	30	\$26.00	\$177,788.00	20
F	Bolt & Splice Board Removal - Inside of Bent 38		EA	37	\$93.00	\$3,441.00	2	\$250.00	\$9,250.00	15	\$175.00	\$6,475.00	3	\$200.00	\$7,400.00	10
G	Furnish Spare Stringers		EA	5	\$114.00	\$570.00	0	\$100.00	\$500.00	n/a	\$183.00	\$915.00	n/a	\$200.00	\$1,000.00	0
2	New 5/4"x6" IPE per Repair Schedule - Bent 38 out		SF	2268	\$ 21.00	\$ 47,628.00		\$ 40.00	\$ 90,720.00		\$ 40.00	\$ 90,720.00		\$ 48.00	\$ 108,864.00	
<b>Base Bid Plus Options A + D + F + G, Minus Credit for Line Item 2 of Base Bid</b>						<b>\$334,367.00</b>			<b>\$605,796.00</b>			<b>\$566,185.34</b>			<b>\$477,939.00</b>	

The above 4 instances that are highlighted were math errors in the bid document submitted from the two vendors. Purchasing extended the unit prices given by the quantity required.

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

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

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



**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **President of the Zep 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 MAY, 2018.

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

## **Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

### **1.0 FEDERAL FUNDING:**

When property or services are procured using funds derived from a Federal grant or agreement whether direct to the City of Naples, Florida (“City”) or “pass-through” from another entity, the City is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

**Contract Cost and Price:** For every procurement in excess of \$100,000, including contract modifications or change orders greater than \$100,000, the City shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the City shall consider the complexity of work, the risk to be borne by the contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

### **2.0 EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965,

**Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR  
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

- and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**3.0 MAINTENANCE OF RECORDS:**

- a. The Contractor will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said 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 for such period is required by law.
- b. Contractor shall provide, when requested, access by the City, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- e. Contractor shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

**Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR  
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- f. The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Contractor and at the expense of the City.

**4.0 PURPOSE:**

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, is subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II and as otherwise may be listed below.

**5.0 SUBCONTRACTS**

The selected firm must require compliance with all federal requirements listed below of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

**6.0 CONFLICT OF INTEREST:**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

**7.0 APPLICABLE FEDERAL REQUIREMENTS – 2 C.F.R Part 200, APPENDIX II:**

Remedies. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Service Provider Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Circuit Court of the Twentieth Judicial Circuit Court of Florida in and for Collier County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

**8.0 CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT**

The successful firm awarded a contract in excess of \$100,000 agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**9.0 CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

## **Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **10.0 SUSPENSION AND DEBARMENT**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the awarded contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

### **11.0 BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **12.0 RECOVERED MATERIALS**

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR  
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**13.0 DHS SEAL, LOGO, AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**14.0 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**

This is an acknowledgment that FEMA financial assistance will be used only to fund the services provided under this solicitation. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**15.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Solicitation.

**16.0 FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this solicitation.

**17.0 OTHER REMEDIES AND RIGHTS:**

Pursuing any of the above remedies will not keep the City from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Contractor.

**18.0 EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):**

Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.

**Vendors/bidders are required to enroll in the E-Verify program and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal.**

Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Vendors are also required to provide the City of Naples Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.**

**If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Subcontractor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

## **Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

### **19.0 TERMINATION FOR CAUSE AND/OR CONVENIENCE:**

The City, by written notice to the Contractor, may terminate this Agreement with or without cause, in whole or in part, when the City determines in its sole discretion that it is in the City's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.

If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the City and shall be turned over promptly by the Contractor.

### **20.0 ENERGY POLICY AND CONSERVATION ACT**

Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### **21.0 REMEDIES**

In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment.
- Require that the Contractor refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

Exercise any corrective or remedial actions, to include but not be limited to:

- Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- Requiring the Contractor to reimburse the City for the amount of costs incurred for any items determined to be ineligible.

### **22.0 SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

- (1) Place qualified small and minority businesses and women's business enterprises on solicitation lists.

**Exhibit – E: FEMA SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR  
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- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (4) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (5) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the five previous affirmative steps.

**23.0 COPELAND "ANTI-KICKBACK" ACT:**

22.403–2 Copeland Act - The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

The Contractor shall comply with the requirements of: 29 CFR Part 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

**24.0 REGULATIONS GOVERNING CONTRACTORS AND SUBCONTRACTORS**

In general, the Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

**25.0 DAVIS-BACON ACT: (N/A – Not Applicable)**

The Davis-Bacon Act (40 U.S.C. 3141et seq.) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States.



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No laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. (Ref. 48CFR Ch. 1 (10-1-16 Edition, Section 52.222-6 Construction Wage Rate Requirements.

Prevailing wage rates shall be pursuant with the United States Department of Labor Wage and Hour Division and in accordance with the year the services are provided.

**26.0 All contracts awarded by a recipient shall contain the following provisions as applicable.**

**Notice: Awarded Bidder(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.**

**End of Supplemental Conditions**