

CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. **ITB No. 19-049**

Clerk Tracking No. 2019-00196

Project Name: **Naples Landing Dock Renovation**

THIS AGREEMENT (the "Agreement") is made and entered into this **4th day of September 2019** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Kelly Brothers, Inc.**, a Florida Corporation, located at: **15775 Pine Ridge Road; Fort Myers, Florida 33908** (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. 19-049** 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 Landing Dock Renovation** 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 party that is contracting with the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONTRACTOR from contracting with other firms or government organizations for similar services.

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

ARTICLE TWO CITY'S RESPONSIBILITIES

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

in any way whatever:

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

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

2.2. The Project Coordinator shall:

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

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed (NTP) from the CITY for all or any designated portion of the Projects assigned to this Agreement and **shall be performed and completed no later than Ninety (90) days from the issued NTP with an estimated completion date of December 10, 2019. Project has an Administrative Close-out time frame of Thirty (30) days.** 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 will be acquired by the CONTRACTOR and be issued 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 and furnish a copy of the original recorded Bonds to the CITY's Purchasing Department.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$217,542.05 that includes a \$28,375.05 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: PublicRecordsRequest@naplesgov.com;

Address: 735 8th 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 employed 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: **Charles T. Chapman IV**, 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:

Kelly Brothers, Inc.
15775 Pine Ridge Road; Fort Myers, Florida 33908
Attention: **Dane Kelly**, 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**.

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

ARTICLE FIFTEEN APPLICABLE LAW

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

END OF ARTICLE PAGE

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

ATTEST:

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

Approved as to form
and legal sufficiency:

By: *James D. Fox*
James D. Fox, City Attorney

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: *Charles T. Chapman IV*
Charles T. Chapman IV, City Manager

CONTRACTOR:

[Signature]
Witness

ROBERT S. DEKED
Witness Printed Name

CONTRACTOR:

KELLY BROTHERS, INC.
15775 Pine Ridge Road
Fort Myers, Florida 33908
Attention: Dane Kelly, President

By: *[Signature]*

Printed Name: *Dane Kelly*

Title: *President*

FEI/EIN Number: On File
A Florida Corporation (FL)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Addendum(s)(two), and Vendor's Submittal of (ITB) Invitation To Bid No.19-049, titled Naples Landing Dock Renovation herein referenced and made a part of this Agreement.

END OF EXHIBIT A

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

ADDENDUM NUMBER 1

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
7/25/19	Naples Landing Dock Renovation	19-049	8/5/2019 2:00PM

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

The following clarification is issued as an addendum identifying the following change to the referenced solicitation:

Bid opening date and time has been changed to the following:

FROM: MONDAY; JULY 29, 2019 @ 2:00pm
TO: MONDAY; AUGUST 5, 2019 @ 2:00pm

Please find Exhibit A Revised Cover Sheet that replaces the original cover sheet.

Exhibit A - Revised Cover Sheet

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IMPORTANT MESSAGE

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



INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

Cover Sheet

NOTIFICATION DATE: 7/25/19	TITLE Naples Landing Dock Renovation	SOLICITATION NUMBER: 19-049	OPENING DATE & TIME: 8/5/2019 2:00 PM
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PRE-BID CONFERENCE DATE, TIME AND LOCATION:
 A non-mandatory Pre-Bid conference will be held July 10, 2019 at 10:00 A.M. local time at the Naples Landings located at 1101 9th Street South, Naples FL, 34102

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:

MAILING ADDRESS:

CITY-STATE-ZIP:

PH: _____ **EMAIL:** _____

FX: _____ **WEB ADDRESS:** _____

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

FEI/EIN Number _____ **DUNS Number** _____

Please initial by all that apply
I acknowledge receipt/ review of the following addendum

_____ Addendum #1	_____ Addendum #2	_____ Addendum #3	_____ Addendum #4
_____ Addendum #5	_____ Addendum #6	_____ Addendum #7	_____ Addendum #8

PLEASE NOTE THE FOLLOWING

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with solicitation number & opening date.**
- > All submissions must be received, and date stamped by Purchasing staff prior to the above **"OPENING DATE & TIME"**.
- > Submission received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>

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

ADDENDUM NUMBER 2

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
7/26/19	Naples Landing Dock Renovation	19-049	8/5/2019 2:00PM

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

The following answers to written submitted questions:

1. Page C101 of the prints states that the IPE decking is 2 x 6. Can 5/4 x 6 be used to replace the 2 x 6?

RESPONSE: Contractor may provide a deduct for 5/4 IPE in contractor's notes but base bid should include the cost of the 2x6 IPE.

2. The railing is going to be IPE. Does this mean that the 5/4, 2 x 4 and 4 x 4 will all be IPE Please clarify?

RESPONSE: Yes, all items in the railing are to be IPE.

3. Page C102 of the plans show a detail for "Pile Cap and Optional Stripping Detail". I could not find any details in the Technical Specifications or a line item on the bid sheet concerning the pile strips. Should there be a separate bid line item for pile strips? If so, could you provide more technical details on the strips and securing the strips?

RESPONSE: No, the pile stripping was included from a standard detail. There is to be no pile stripping for this project.

4. For the railing, including the optional railing, are all of the wood components to be Ipe lumber, including the 4" x 4"?

RESPONSE: Yes, all components are to be IPE including the 4"x4" posts.

5. Is the contractor required to pull the City of Naples building permit and pay the permit fees?

RESPONSE: Yes, Contractor will be responsible for pulling the permit from the City of Naples and the fees will be reimbursed at the completion of the project.

IMPORTANT MESSAGE

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

6. Can the contractor use the Commercial Loading Area be used for loading materials, unloading debris, etc.? If so, will the Commercial Loading Area fees be waived for this project?

RESPONSE: Access to this area (Naples Landing) must be coordinated in advance with the Harbor Master. Yes, fees will be waived for this project.

7. Is there an engineer's estimate or budget for this project?

RESPONSE: The information you requested can be found on the City website at <https://www.naplesgov.com/purchasing/page/19-049-naples-landing-dock-renovation-itb>

8. Are the 2"x4" and 5/4"x6" boards in the handrail to be IPE.

RESPONSE: Yes.

9. For the optional dock rail, do you want the piles to be in base bid or optional bid.

RESPONSE: The number of piles is the same either way, but Contractor should account for the shorter piles in their railing price so if the base bid is chosen without Option A they have the budget to purchase and install the up piles.

10. Is the pile stripping all above the deck piles?

RESPONSE: No, the pile stripping was included from a standard detail. There is to be no pile stripping for this project.

11. What is the deck elevation/water depth? It is not indicated in the plans.

RESPONSE: The deck elevation shall be 30" above MHWL therefore 2.94ft NAVD and contractor shall assume a water depth of -5ft MLW therefore -6.54ft NAVD.

12. When is the expected start date for this project? I understand we have 90 calendar days once onsite. However approximately how much time between bid due date, intent to award, executed contract, and the NTP. Is there any flexibility in the start date?

RESPONSE: NTP for this project is expected to be issued the week of 9/9/2019.

###

IMPORTANT MESSAGE

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

PROJECT DESCRIPTION AND GENERAL REQUIREMENTS
19-049 Naples Landing Dock Renovation - ITB

A. PROJECT DESCRIPTION

The Naples Landing dock facilities is located at 1101 9th St. South, Naples, FL 34102. This project is to remove existing pile supported staging docks east and west of the ramp, remove existing launch piers and replace with new marine grade pilings and decking materials. Proposed general site amenities will be considered for this project. Project details can be found and better described within the architect plans and notes.

B. AWARD OF BID

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

C. CONTRACT MANAGEMENT

Jim Hodgdon and/or his authorized representative will serve as the City's Contract Manager.

D. LICENSES AND PERMITS

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. All licenses and certifications must be active and in good standing at the time of the bid opening.

Permitting may be required for all or part of the requested work. All bidder(s) will be responsible for investigating and determining if permitting is necessary. Awarded vendor(s) will also be responsible for obtaining permits.

E. INSURANCE

The City's General Insurance Requirements on page 9 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required.

1. U.S.L. & H. and Jones Act (If applicable) Workers Compensation, as required by law for work performed in, on, or near navigable water shall be maintained by the Contractor.
2. Watercraft Liability coverage shall be maintained by the Contractor in an amount no less than the General Liability limits referenced in the General Insurance Requirements.
3. Protection and Indemnity insurance (P&I) may be accepted in lieu of or in addition to any of the coverages listed above.

F. CONDUCT

The awarded vendor(s) and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples and shall at all times be courteous to the public. Although uniforms are not required, proper clothing shall be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment shall be worn at all times.

G. CONTRACTORS EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State standards while working on City, County, or State roads as a sub-contractor of the City.

H. DISPOSAL OF DEBRIS

The awarded vendor(s) shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

I. SCHEDULING OF WORK

1. All work will be performed Monday through Saturday.
2. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Contract Manager within 3 days of notification or sooner depending on the nature of the deficiency.

J. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices shall be submitted after work is completed with a detailed description of the work performed.
2. The awarded vendor(s) will meet with Contract Manager and set up procedures prior to the start of work.

K. NON-PERFORMANCE

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the awarded vendor(s) until correction is made.

L. QUALIFICATIONS

The awarded vendor(s) at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and

perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

M. INSPECTION

The Contract Manager will make visits to the site at intervals appropriate to the various stages to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. Contract Manager may authorize minor variations from the requirements of the Contract Documents.

N. REJECTING DEFECTIVE WORK

The Contract Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Park and Parkways Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the awarded vendor(s) immediately of unacceptable work. If work has been rejected, contractor shall correct all defective work within 3 days of notification. The awarded vendor(s) will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the awarded vendor(s) fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the awarded vendor(s) to bear all costs to correct the defective work.

O. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1. Contractor shall assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. The contractor upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the Contract Manager. The contractor shall comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with the Contract Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

P. PROTECTION OF OVERHEAD UTILITIES

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred,

and shall be responsible for all claims for damage due to his operations. The contractor shall make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

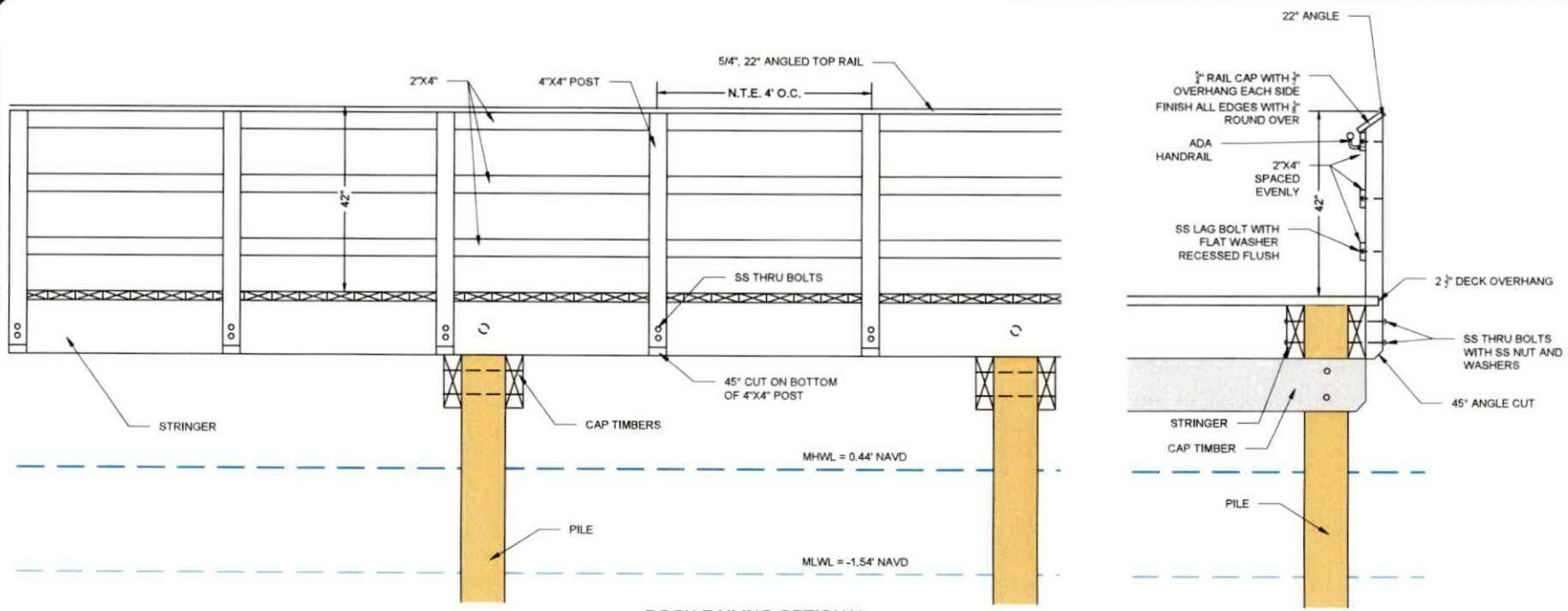
Q. PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

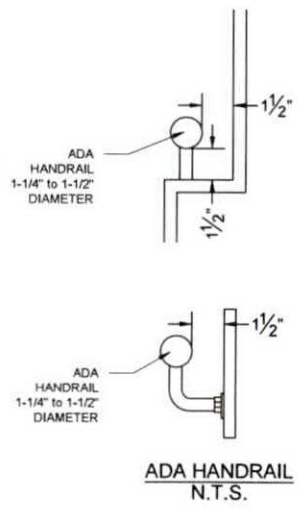
R. TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A flagman is required when two-way traffic is obstructed by the removal operation.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of the City.

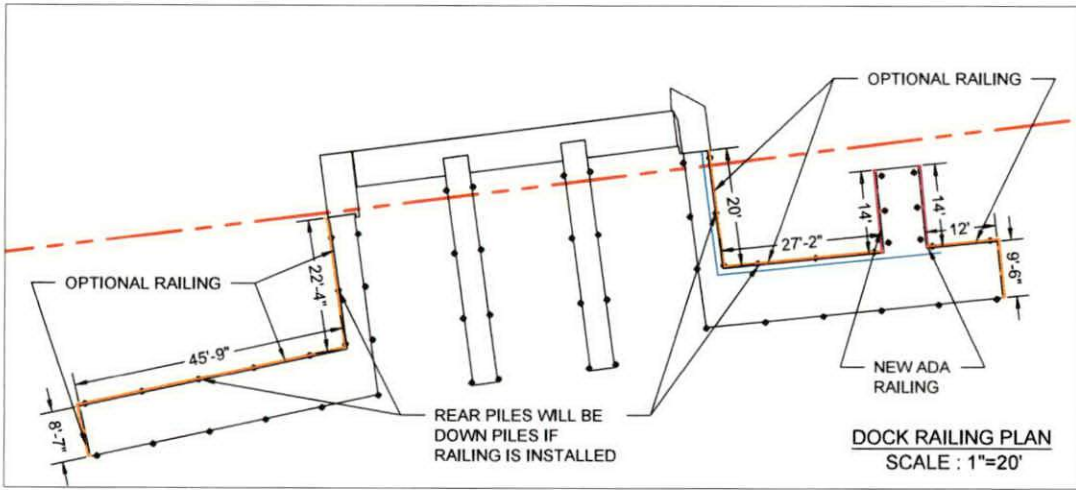
DATE PLOTTED: 05/07/2019 07:52 AM



DOCK RAILING OPTIONAL
SCALE : 1"=2'



ADA HANDRAIL
N.T.S.



DOCK RAILING PLAN
SCALE : 1"=20'

JOSHUA W. MAXWELL
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. 5875
LICENSE NO. 81247
DATE: May 7, 2019 7:52 AM

City of Naples

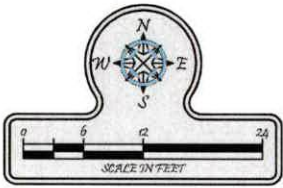
19-049 Naples Landing Dock Renovation - ITR

NAPLES LANDINGS
RAIL DETAIL PLAN

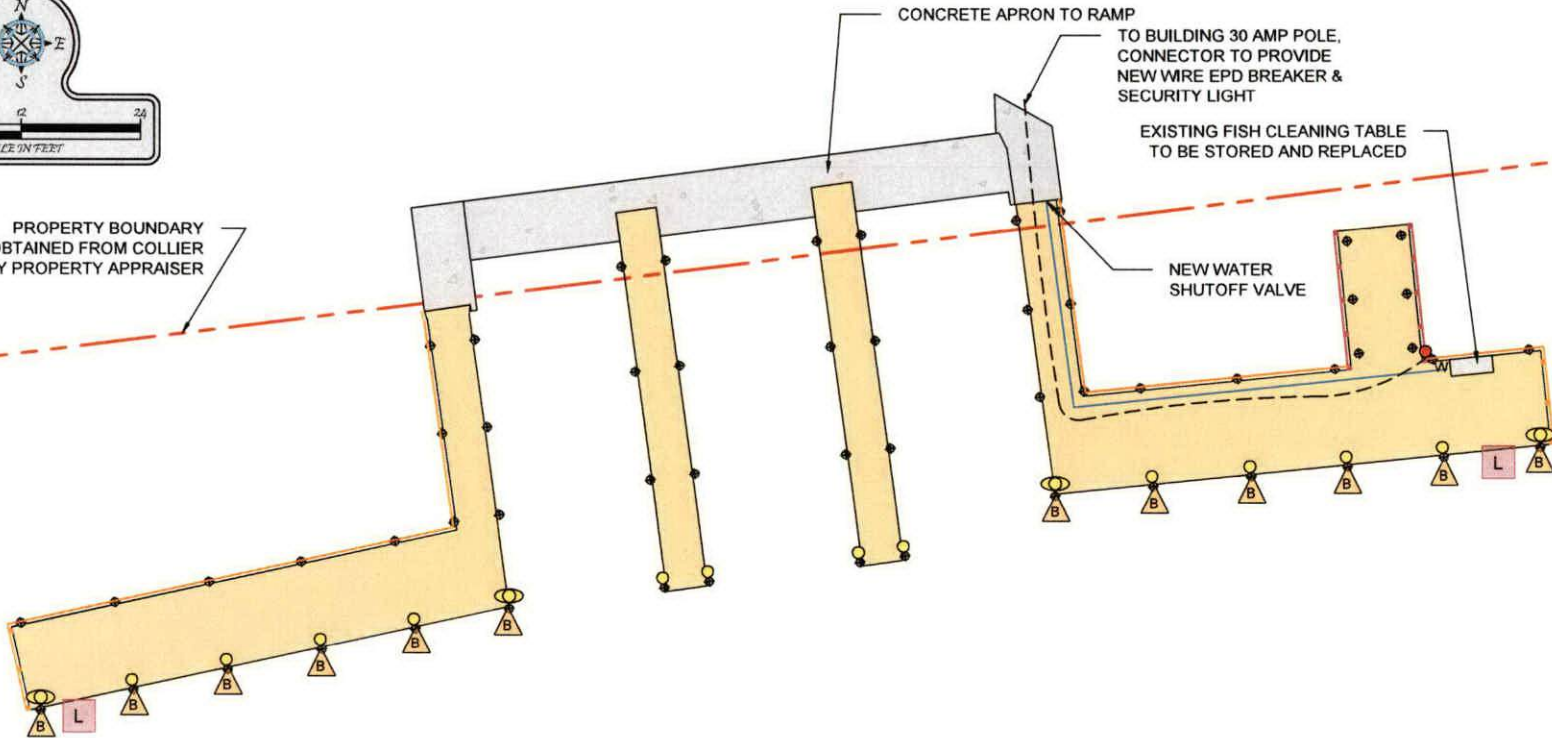
TURRELL HALL & ASSOCIATES, INC.
1308 Exchange Ave., Suite 10
Naples, FL 34104-1792
Tel: (239) 642-6032
Fax: (239) 642-6032
www.turrellhall.com

PROJECT NO.	19-049	DATE	05-07-19
DRAWN BY	JWM	CHECKED BY	JWM
SCALE	1"=20'	PROJECT	1896.00
DATE	05-07-19	NO.	C103
DESCRIPTION	RAILS DET		

19-049 Naples Landing Dock Renovation - JTB



PROPERTY BOUNDARY
OBTAINED FROM COLLIER
COUNTY PROPERTY APPRAISER



LEGEND	
SYMBOL	DESCRIPTION
W	WATER SPIGOT
[White rectangle]	FISH CLEANING TABLE
[Red dot]	SECURITY SPOT LIGHT
[Yellow triangle with B]	(12) FENDALL BUMPER
[Yellow circle]	(12) SOLAR PILING CAP DOWN LIGHT
[Yellow oval]	(4) SOLAR PILING TOP LIGHT
[Pink square]	(2) LADDER

JOSHUA W. MAXWELL
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. 5875
LICENSE NO. 81247
DATE: May 7, 2019 7:52 AM

1101 9TH ST S, NAPLES, FL 34102

NAPLES LANDINGS UTILITY PLAN

TURRELL HALL & ASSOCIATES, INC.
Professional Engineering
1101 9th St S, Suite 100
Naples, FL 34102-4432
Tel: (239) 442-6632
Fax: (239) 442-6632
email: th@turrellhall.com

PROJECT NO.	19-049
DATE	05-07-19
SCALE	AS SHOWN
PROJECT	RMJ
DESIGNER	JWM
CHECKER	JWM
DATE	05-07-19
PROJECT	U100
SCALE	AS SHOWN
PROJECT	UTIL

Exhibit C Technical Specifications

Technical Specifications

All contractors shall ensure that their bid covers all specifications included in this document. This document addresses the specifications for the docks and components. 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.

Table of Contents:

1. ENVIRONMENTAL / PERMITS / SIGNAGE
2. CONSTRUCTION SPECIFICATIONS / DRAWINGS
3. SUBMITALS
4. SAFETY
5. USE OF PREMISES
6. CLEAN UP AND PROTECTIONS
7. INCLEMENT WEATHER PREPAREDNESS / HURRICANE PLAN
8. MANGROVES
9. DEMOLITION / DOCK REMOVAL
10. PILE PUNCHING/DRILLING
11. FIXED WALKWAY DOCK INSTALLATION
12. WOOD PILES
13. PILE WRAP
14. ELECTRIC
15. WATER
16. LADDERS / LIFE RING
17. ADDRESS
18. SURVEY
19. RAIL
20. PILE CAP
21. FASTENERS
22. FEND-ALL BUMPERS

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, provide turbidity control, and install permanent manatee signage properly mounted and secured. Turbidity monitoring and recording shall be required and shall be included in the bid. Turrell, Hall and Associates Inc. will provide data sheets and will review contractor's reports weekly. Owner will provide two manatee signs that the contractor will mount side by side or vertical on two 4 in. x 6 in. 2.5 PT post with two 4 in. x 6 in. 0.40 PT supports. Posts will be copper capped and supports shall

have ends cut at 45 degree for finished look. All attachment shall be stainless steel. Sines will be 30 in. tall x 36 in. wide Manatee Education signs and 30 in. tall x 24 in. wide Manatee Awareness signs.

2. **CONSTRUCTION SPECIFICATIONS / DRAWINGS:** All work shall be in accordance with drawings, plans, and specifications provided by Turrell, Hall & Associates, Inc. Construction will also be in accordance with Florida Department of Environmental Protection (DEP) Permit No. 0374270-001EE(permits attached to documents) which shall be a part of this Contract. Best Management Practices for turbidity control per DEP Criteria for Surface Water Quality Standards Chapter 62-302 will be followed during construction.

Note: Any specialty equipment required to complete any portion of the project shall be included in the bid proposal. Any mobilization or de-mobilization of specialty equipment shall be included in the bid proposal.

3. **SUBMITALS:** 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 pickup 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 and refuse.

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.

Contractor shall submit two schedules with their bid:

- Preferred schedule will include keeping 1 boat ramp open throughout construction alternating to keep the public out of the work area. When Contractor is not working on the middle ramp it will be open to the public with one functional finger pier.
 - Alternate schedule will be for the ramp to be completely closed to the public during the construction.
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. MANGROVES: Mangrove removal is not permitted, contractor shall be allowed to trim mangroves within 2ft of the dock footprint to facilitate construction.
- 8.1. Prior to mangrove trimming the contractor shall schedule a meeting with the City and EOR to review mangrove trimming extents, a minimum 1 week notice will be required to schedule the meeting.
- 8.2. Debris must be disposed of at an approved location such as but not limited to a horticultural recycling center or land fill. Contractor shall submit disposal facility to Engineer for approval prior to commencement of construction.
9. DEMOLITION / DOCK REMOVAL:
- 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 or C&D 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 of the indicated structures.
- 9.3. Site will be cleaned daily of debris. Remove and dispose of the existing fixed docks, all related attachments, any associated utilities, conduits, or debris.
- 9.4. All piles, concrete, and other debris will be completely removed with no debris remaining above specified marina bottom elevation.
- 9.5. Proper electric and water disconnects in the work area is the responsibility of the Contractor.
- 9.6. All dock utilities shall be removed and included in the demolition.
- 9.7. The Contractor shall be responsible for coordinating all demolition activities with utility trades.
- 9.8. Contractor shall be responsible for all disposal fees and shall include said fees its bid.

10. PILE PUNCHING/DRILLING:

- 10.1. Any required pile punching or drilling shall be included in Contractor's base bid.
- 10.2. Piles shall only be Punched/Drilled if specified penetration cannot be achieved by standard methods due to naturally occurring subsurface rock.
- 10.3. Contractor shall present a drill schedule to the Owner prior to construction signifying what piles must be punched/ drilled based on the information provided in the bid documents and the Contractor's own sub-surface investigations.
- 10.4. Contractor shall present in their means and methods statement what equipment the Contractor owns or will lease for this project to punch/drill the holes for the pilings.

11. FIXED WALKWAY DOCK INSTALLATION:

- 11.1. All docks shall be constructed with minimum diameter 10in. wood piles.
- 11.2. All pilings shall be installed to a minimum of 10ft. below the mud line (bottom of waterway) to firm bearing and be self standing.
- 11.3. Stringers shall be 3in. x 8in. 0.60 CCA No. 1 SYP S4S at a maximum 18in. on center spacing and connected to piles with a single 5/8in. stainless steel bolt where applicable.
- 11.4. Cap timbers shall be 3in. x 10in. 0.60 CCA No. 1 SYP S4S and secured to concrete support piles with double 5/8in. stainless steel bolts.
- 11.5. Decking shall be fastened with 2 stainless steel screws per board above each stringer with a minimum 2in. penetration into stringers.
- 11.6. Decking shall be 2in. 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.
- 11.7. All decking shall be installed with full length deck boards, no joints.
- 11.8. All decking materials shall be spaced as indicated in notes with final spacing approval by project Engineer.

- 11.9. Any attachments into existing concrete sidewalks for a ledger shall be done with Hilti HY 150 adhesive epoxy or equal with proper drill sizes and depths per manufacturer specifications.
- 11.10. All stainless fastener steel bolts / attachments into decking, railing or concrete shall be #316 grade stainless steel. Stainless fasteners into wood pilings may be 304/305 stainless steel.
- 11.11. All decking and rail shall be rasped or sanded to finish the edges
- 11.12. All above deck wood piles shall be 4ft. above deck.
- 11.13.

12. WOOD PILES:

- 12.1. All pilings and timbers to be visually straight with no splits or voids and of good grade.
- 12.2. Piles shall have a consistent taper not to exceed 3in. from butt to tip.
- 12.3. All wood pilings shall have black vinyl pile wrap from 6in. below the post dredge substrate line to 1ft. above the mean high water line.
- 12.4. All above deck piles shall have black vinyl cone cap nailed with No. 6 SS nails (min 4 ea.).

13. PILE WRAP:

- 13.1. All wood pilings to be pile wrapped from 1 ft above MHW to 6 in. below post dredge substrate with HDPE material.
- 13.2. HDPE material is to be black in color with a minimum 30 mil. thickness.
- 13.3. Pile wrap to be overlapped a minimum of 6 in. and nailed with 1 ¼ in. stainless steel ring-shank roofing nails installed every 2 in. along the seams. All mechanical attachment devices (screws/nails) shall be 316 stainless and shall be parallel to the slip to avoid any contact with vessels.
- 13.4. Pile wrap to have a minimum of three heavy duty black cable ties per pile, #175 or stronger, starting 6 in. below top of wrap, 1 foot above bottom of wrap and one in center of wrap.

14. ELECTRIC:

- 14.1. Provide and install dock electric and products per plans and specifications.
- 14.2. Conduits support brackets shall be stainless steel and spaced at a maximum of 4ft. on center.
- 14.3. Contractor shall utilize the conduit and space within the existing breaker panel located in the utility closet in the bathroom. The existing breaker is a 30amp 2 pole breaker and shall be replaced with the appropriately sized breaker based on the electrician's load calculations. New breaker shall be EPD style with a minimum GFI tolerance of 30miliAmps.
- 14.4. All wiring to be new and compliant with all aspects of the FBC and NEC.
- 14.5. Electric shall supply a security spot light located next to the fish cleaning table and a duplex 20amp GFI outlet.

- 14.6. Security spot light with dual lamps and shall be motion activated and include a photocell so it is only operational at night.
- 14.7. Solar piling cap down light shall be Lake Lite Solar Piling Down Light with black finish and white LED (SKU LL-SPDL-8-B-W).
- 14.8. Solar piling top light shall be Lake Lite Solar Piling Light (Black) with white LED (SKU LL-SPL-8-B-WBA)
- 14.9. All fasteners shall be 316SS.

15. WATER:

- 15.1. The Contractor shall install all water lines with hose bibs and back-flow devices.
- 15.2. Conduits support brackets shall be stainless steel and spaced at a maximum of 4ft. on center.
- 15.3. Contractor shall install an accessible shut off valve at the head of the dock.
- 15.4. All pipe and fittings shall be SCH 80 PVD or HDPE.
- 15.5. A summary of services and products shall be included with the water service bids.

16. LADDERS/ LIFE RING:

- 16.1. New ladders shall be installed and included in the Contractor's base bid.
- 16.2. The final locations shall be determined during construction.
- 16.3. All ladders shall be five step T-6061 aluminum drop down ladders. Ladders shall be bolted through decking with a backer board.
- 16.4. Install Taylor Made Products, or equal, 360 degree x 20in. life throw rings. Throw rings shall be white in color with a 50 ft floating polypropylene grab line and SS mounting hook on the back of every fire extinguisher cabinet. Life rings shall be included in Contractor's base bid and mounted on a landward up pile or rail post immediately across from ladder locations.

17. ADDRESS:

- 17.1. The proposal shall include installing the project address, clearly visible from the waterway, on the end of the eastern dock.
- 17.2. The exact address locations shall be determined during construction.
- 17.3. The address will be 4in. lettering and/or numbers or per county / city code.
- 17.4. All signs shall be HD polyethylene using no paints, inks or laminates.

18. SURVEY:

- 18.1. Contractor shall provide pre-construction (lay-out) survey and post surveys as provided for in the Bid Schedule.
- 18.2. Surveys for dock layout and elevations will be coordinated through Turrell, Hall & Associates.
- 18.3. Surveys will designate off-sets and elevation bench marks.
- 18.4. Contractor shall be responsible for maintain survey locations and is responsible for any additional or re-survey that may be necessary.
- 18.5. Contractor shall provide 4 copies of the Asbuilt Survey to Owner and a CAD file georeferenced in Florida South State Plane coordinates.

19. RAIL:

- 19.1. Railing shall be per plans and specifications located on C103 of the drawing set.
- 19.2. Base bid railing shall be the two sections being replaced with new ADA grab rails located on the eastern side of the east dock.
- 19.3. All other railing will be optional.

20. PILE CAP:

- 20.1. LLDPE Metallocene Based Polymer Cone Shaped Style on all up piles that do not have solar lighting.
- 20.2. LLDPE Metallocene Based Polymer Flat Top Style on all up piles that have solar lighting.
 - 20.2.1. Application: Wood up Piles
 - 20.2.2. Measured to size
 - 20.2.2.1. The cap shall not exceed the pile diameter by more than ½"
 - 20.2.3. Fastenings shall be a large headed S/S ring shank nail
 - 20.2.4. Fastening shall be a minimum of 4 nails

21. FASTENERS: All deck screws shall be a minimum 316 stainless steel. All bolts, lags, screws, nails, and all other hardware or brackets shall be minimum 304/305 stainless steel. Any attachments to concrete shall be minimum 316 stainless steel adhered into concrete with Hilti HY 150 adhesive epoxy or equal with proper drill sizes and depths into concrete per manufacturer specifications.

22. FEND-ALL BUMPERS: Install black HD FEND-ALL bumpers to be 6.5ft. in length, mounted on 2in. x 4in. recycled plastic and attached to wood piles with 3ea.- 1/2in. x 6in. stainless steel lag bolts with washers.

April 8, 2019

City of Naples; Jim Hodgdon
c/o Nick Pearson
Turrell, Hall and Assoc., Inc.
3584 Exchange Ave.
Naples, Fl. 34104
jhodgdon@naplesgov.com
Nick@THAnaples.com

File No.: 0374270-001 EE, Collier County

Mr. Pearson:

On March 14, 2019, we received your request for verification of exemption to perform the following activities:

To replace 1,438 square feet (SF) of existing docks consisting of two (2) 38' x 4.5' finger piers for an existing City of Naples (Naples Landings) boat ramp and 2 "launching" docks totaling approximately 1,267 SF at 1101 9th Street S., Naples FL 34102 (Parcel Id #14046440005) in Naples Bay, Class II Waters, Unclassified for shellfish harvesting, Section 9, Township 50 South, Range 25 East, Collier County.

Your request has been reviewed to determine whether it qualifies for (1) a regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project either qualifies or was not applicable for all three authorizations types.

However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Jon Guinn by telephone at (239) 344-5650 or by e-mail at Jonathan.Guinn@floridadep.gov.

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(5)(d), Florida Administrative Code, and Section 403.813(1)(d) of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review - GRANTED

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258 of the Florida Statutes, and Chapters 18-18, 18-20, and 18-21, Florida Administrative Code, as applicable.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an automatic consent by rule under Rule 18-21.005(1)(b), Florida Administrative Code, and Section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this consent by rule.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003,

68A-27.004, and 68A-27.005, F.A.C.

- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities.

3. SPGP Review - APPROVED

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit V-RI, and a SEPARATE permit or authorization will not be required from the Corps. Please note that the Federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 20 of the SPGP V-RI permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project are attached. A copy of the SPGP V-RI with all terms and conditions and the General Conditions may be found at <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>.

Authority for review an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this

action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.
- The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While

you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by

filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Megan Mills
Permitting Program Administrator
South District

Enclosures:

3 Project drawings
62-330.051(5)(d), F.A.C./403.813(1)(d), F.S.
General Conditions for Federal Authorization for SPGP V-R1
Special Conditions for Use of the SPGP V-R1

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments, including all copies, were sent to the addressee and to the following listed persons:

None

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.



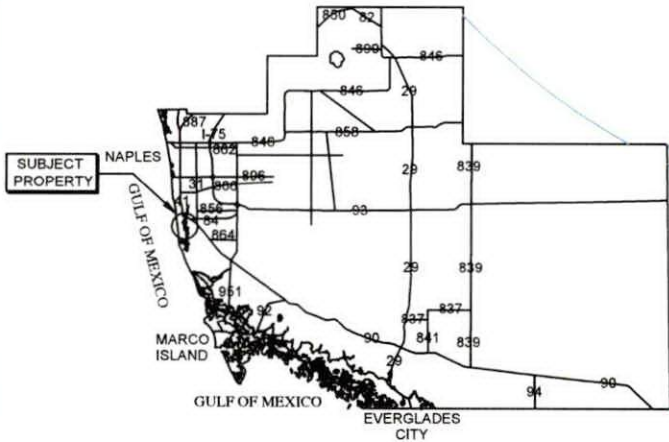
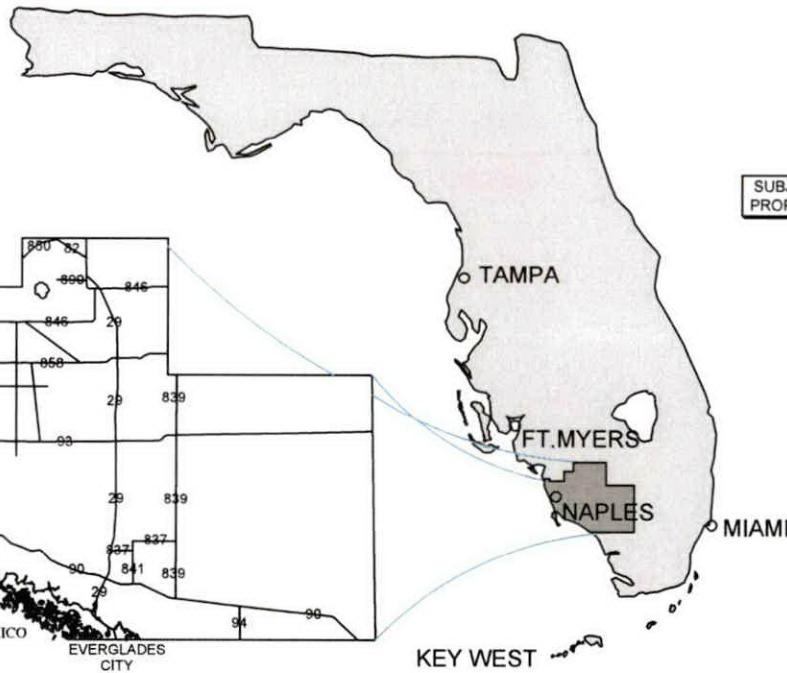
Clerk

April 8, 2019

Date

P:\1885.00 naples landings\CAD\PERMIT\STATE\1885-STATE.dwg LOCATION 3/14/2019

STATE OF FLORIDA



COLLIER COUNTY

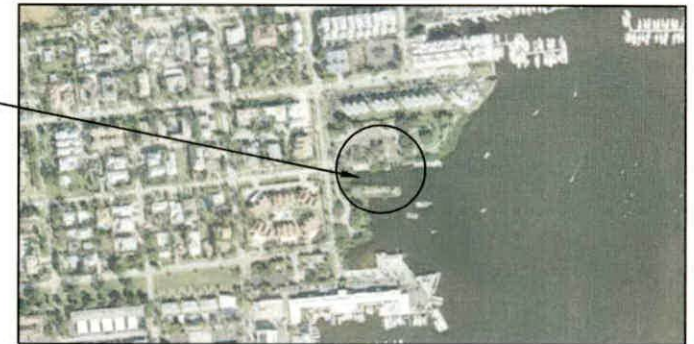


VICINITY MAP



SITE ADDRESS:
 <> 1101 9TH ST S
 NAPLES, FL 34102

NOTES:
 <> THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY
 AND ARE NOT INTENDED FOR CONSTRUCTION USE.
 <> LATITUDE: N 26.135341
 <> LONGITUDE: W 81.792891



COUNTY AERIAL



Turrell, Hall & Associates, Inc.
 Marine & Environmental Consulting
 3584 Exchange Ave. Naples, FL 34104-3732
 Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

NAPLES LANDINGS LOCATION MAP

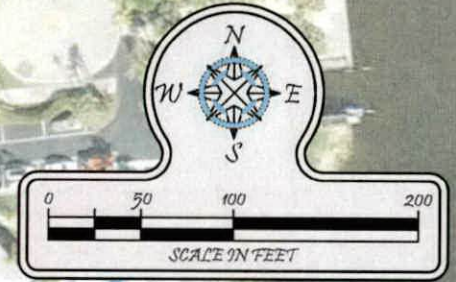
THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.
 19-049 Naples Landings Dock Renovation - ITB

DESIGNED:	NP	REV	DATE	BY	CHKD BY
DRAWN BY:	RMJ	2.	-	-	-
CREATED:	02-20-19	3.	-	-	-
JOB NO.:	1885.00	4.	-	-	-
SHEET NO.:	01 OF 03	5.	-	-	-

SECTION- 10 TOWNSHIP- 50S RANGE- 25E

P:11895.00 naples landings CAD/PERMIT-STATE/1895-STATE.dwg EX AERIAL 3/14/2019

EXEMPT
10TH AVE S
File Number:
0314279-031 EE



9TH ST S

SITE ADDRESS:
1101 9TH ST S
NAPLES, FL 34102

BROAD AVE

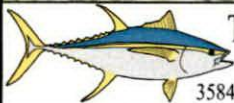
Received
Electronically
March 14, 2019
South District

EXISTING DOCK

PROPERTY BOUNDARY
OBTAINED FROM COLLIER
COUNTY PROPERTY
APPRAISER

NOTES:

- THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.
- ALL DATUM SHOWN HEREON IS REFERENCED TO MLW
- SURVEY COURTESY OF: "NO SURVEY DATA AVAILABLE"
- SURVEY DATED: MM-DD-YYYY
- APPLICANT OWNED SHORELINE (APPX LF): N/A
- EXISTING OVERWATER STRUCTURE (APPX SF): 1,439
- WIDTH OF WATERWAY, MHW TO MHW (APPX): 100
- TIDAL DATUM:
- MHW (NAVD)= +0.44'
- MLW (NAVD)= -1.54'



Turrell, Hall & Associates, Inc.
Marine & Environmental Consulting
3584 Exchange Ave. Naples, FL 34104-3732
Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

NAPLES LANDINGS
EXISTING AERIAL

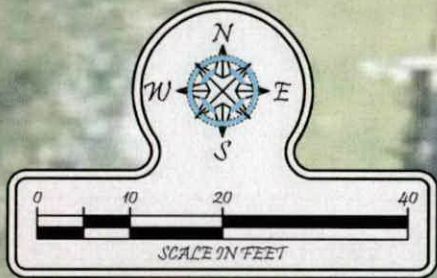
THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.
19-049 Naples Landing Dock Renovation - 11B

DESIGNED:	NP	DATE	DATE	DATE	DATE
DRAWN BY:	RMJ	1.	-	-	-
CREATED:	02-20-19	2.	-	-	-
JOB NO.:	1895.00	3.	-	-	-
SHEET NO.:	02 OF 03	4.	-	-	-
		5.	-	-	-

SECTION- 10 TOWNSHIP- 50 S RANGE- 25 E

City of Naples

D:\1895 00 Naples Landings\CAD\PERMIT-STATE\1895-STATE.dwg PRO AERIAL 3/14/2019

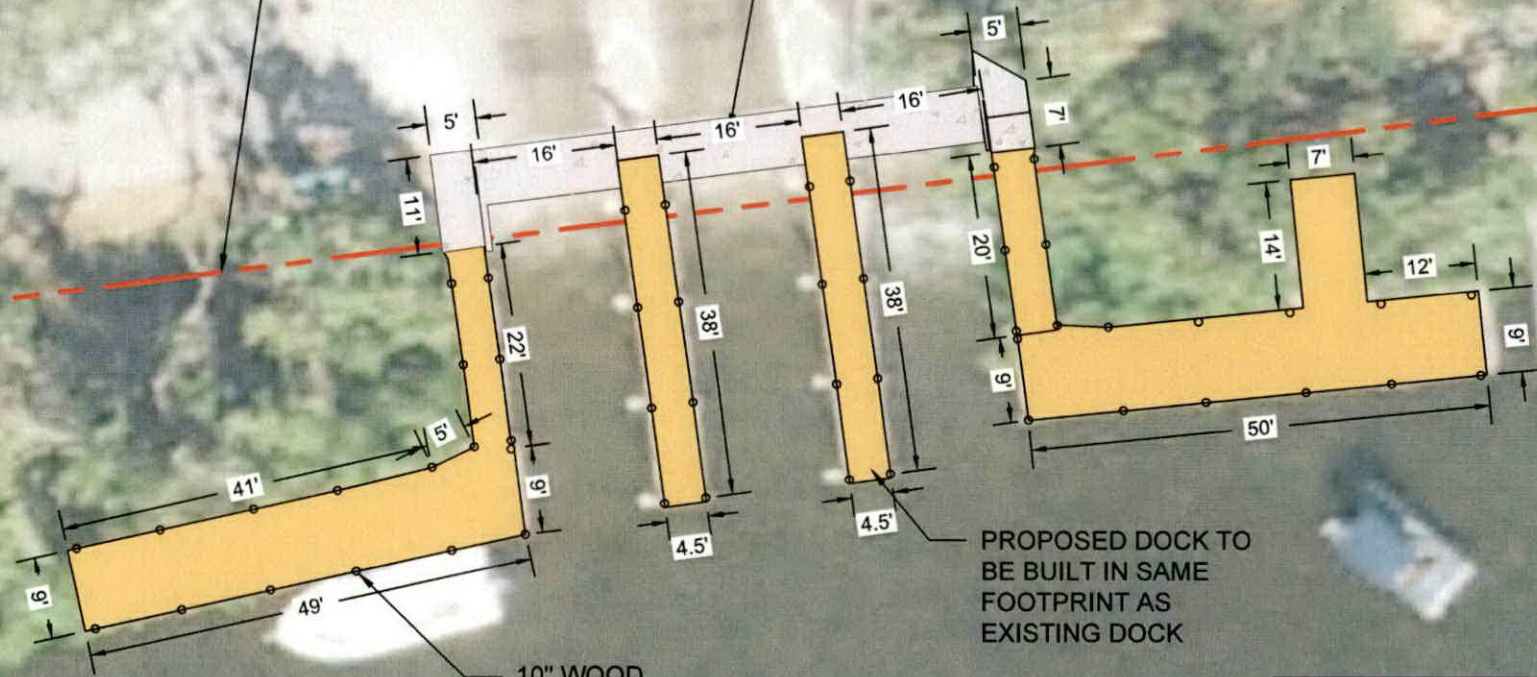


PROPERTY BOUNDARY
OBTAINED FROM COLLIER
COUNTY PROPERTY
APPRAISER

CONCRETE
APRON TO RAMP

PROPOSED DOCK TO
BE BUILT IN SAME
FOOTPRINT AS
EXISTING DOCK

10" WOOD
PILINGS (TYP)



NOTES:

- THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.
- ALL DATUM SHOWN HEREON IS REFERENCED TO MLW
- SURVEY COURTESY OF: "NO SURVEY DATA AVAILABLE"
- SURVEY DATED: MM-DD-YYYY
- APPLICANT OWNED SHORELINE (APPX LF): N/A
- EXISTING OVERWATER STRUCTURE (APPX SF): 1,439
- WIDTH OF WATERWAY, MHW TO MHW (APPX): 100
- TIDAL DATUM:
- MHW (NAVD)= +0.44'
- MLW (NAVD)= -1.54'
- PROPOSED OVERWATER STRUCTURE (APPX SF): 1,439
- TOTAL OVERWATER STRUCTURE (APPX SF): 1,439
- TOTAL PROTRUSION FROM MHWL: N/A



Turrell, Hall & Associates, Inc.
Marine & Environmental Consulting
3584 Exchange Ave. Naples, FL 34104-3732
Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

NAPLES LANDINGS
PROPOSED AERIAL

DESIGNED:	NP	REVIEWED BY:	DATE	CHK BY:	CHANGED
DRAWN BY:	RMJ	1.	-	-	-
CREATED:	02-20-19	2.	-	-	-
JOB NO.:	1895.00	3.	-	-	-
SHEET NO.:	03 OF 03	4.	-	-	-
		5.	-	-	-

THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.
19-049 Naples Landing Dock Renovation - 1TB

City of Naples

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(d) Replacement or repair of existing docks and piers, including mooring piles, in accordance with Section 403.813(1)(d), F.S., provided the existing structure is still functional or has been rendered non-functional within the last year by a discrete event, such as a storm, flood, accident, or fire.

Rulemaking Authority 373.026(7), 373.043, 373.4131, 373.4145, 403.805(1) FS. Law Implemented 373.406, 373.4131, 373.4145, 373.415, 403.813(1) FS. History—New 10-1-13.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(d) The replacement or repair of existing docks and piers, except that fill material may not be used and the replacement or repaired dock or pier must be in the same location and of the same configuration and dimensions as the dock or pier being replaced or repaired. This does not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards.

History.—s. 7, ch. 75-22; s. 143, ch. 77-104; s. 4, ch. 78-98; s. 1, ch. 78-146; s. 86, ch. 79-65; s. 1, ch. 80-44; s. 8, ch. 80-66; s. 3, ch. 82-80; s. 6, ch. 82-185; s. 65, ch. 83-218; s. 69, ch. 83-310; s. 43, ch. 84-338; s. 39, ch. 85-55; s. 12, ch. 86-138; s. 44, ch. 86-186; ss. 1, 3, ch. 89-324; s. 4, ch. 96-238; s. 3, ch. 97-22; s. 3, ch. 98-131; s. 163, ch. 99-8; s. 1, ch. 2000-145; s. 1, ch. 2002-164; s. 4, ch. 2002-253; s. 1, ch. 2004-16; s. 46, ch. 2006-1; s. 12, ch. 2006-220; s. 8, ch. 2006-309; s. 4, ch. 2008-40; s. 202, ch. 2008-247; s. 52, ch. 2009-21; s. 5, ch. 2010-201; s. 3, ch. 2010-208; s. 8, ch. 2011-164; s. 4, ch. 2012-65; s. 6, ch. 2012-150; s. 21, ch. 2013-92.

General Conditions for Federal Authorization for SPGP V-RI

1. The time limit for completing the work authorized ends on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or Construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. **Reevaluation of Permit Decision:** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.

7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Special Conditions for Federal Authorization for SPGP V-R1

Note: JAXBO (Jacksonville District’s Programmatic Biological Opinion), referenced throughout, may be found online in the Jacksonville District Regulatory Division Sourcebook, or at <http://cdm16021.contentdm.oclc.org/utils/getfile/collection/p16021coll3/id/577>.

The SPGP V-R1 instrument and all attachments may be found online through the Sourcebook, or at <https://www.saj.usace.army.mil/SPGP/>

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V-R1.

Special Conditions for All Projects

1. Authorization, design and construction must adhere to the terms of the SPGP V-R1 instrument including the Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities ([Attachment 6](#), from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles or sheet piles, the maximum number of piles, sheet piles or concrete slab walls or boatlift I-beams installed by impact hammer per day is limited to no more than 5 per day. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO PDCs for In-Water Noise from Pile and Sheet Pile Installation, page 86.).
5. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
6. Notifications to the Corps. For all authorizations under this SPGP V-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
 - a. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
 - b. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the “Self-Certification Statement of Compliance” form ([Attachment 32](#)) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the “Self-Certification

Statement of Compliance” form. The description of any deviations on the “Self-Certification Statement of Compliance” form does not constitute approval of any deviations by the Corps.

- c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form ([Attachment 2](#)).
 - d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
 - (1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
 - (2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ- 2015-02575 on all submittals.
7. The District Engineer reserves the right to require that any request for authorization under this SPGP V-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V-R1 does not automatically guarantee Federal authorization.
8. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
9. Failure to comply with all conditions of the SPGP V-R1 constitutes a violation of the Federal authorization.
10. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant’s/Permittee’s behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.
- a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of

the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.

- b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.
11. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.
12. For Projects authorized under this SPGP V-R1 in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
13. The SPGP V-R1 will be valid through July 26, 2021 unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending July 26, 2021, is not contrary to the public interest. The SPGP V-R1 will not be extended beyond July 26, 2021, but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP V-R1 will be evaluated by the Corps.
14. If the SPGP V-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP V-R1 expired or was revoked.

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures

1. For temporary structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and Endangered Species Act listed coral colonies, if present, when transiting to the mooring areas (Reference: JAXBO PDC A2.1.4.).

2. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):
 - a. (A2.2.) For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:
 - (1) (A2.2.1.) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.
 - (2) (A2.2.2.) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.
 - (3) (A2.2.3.) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.

3. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):
 - a. (A2.3.) For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:
 - (1) (A2.3.1.) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
 - (2) (A2.3.2.) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

4. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form ([Attachment 27](#)) describes the presence of North Atlantic right whales in the area and the

Federal regulations governing the approach to North Atlantic right whales. (The FDEP or Designee will attach this document to their authorizations for a dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of North Atlantic right whale critical habitat as measured in a radius from the center of the nearest inlet to open ocean described by [Attachment 29](#), the North Atlantic Right Whale Educational Sign Zones (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive) (Reference: JAXBO PDC A2.4.).

5. Aids to Navigation. Aids to navigation must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
6. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/> (Reference: JAXBO PDC A2.8.).
7. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).
8. Regarding submerged and emergent aquatic vegetation, the design and construction of a Project must comply with the following:
 - a. A pile supported structure (i) that is located on a natural waterbody (i.e., outside an artificial waterway that was excavated for boating access and is bordered by residential properties) and (ii) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), will be constructed to the following standards:
 - (1) Must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers’/National Marine Fisheries Service’s “Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat” updated November 2017 ([Attachment 5](#)).
 - (2) In addition to (1), above, IF the project is within range of Johnson’s seagrass (the range of Johnson’s seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below (Reference: JAXBO PDC A2.17).
 - b. For all other Projects,

- (1) Within the range of Johnson’s seagrass (the range of Johnson’s seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), the presence of submerged aquatic vegetation will be determined utilizing the “Submerged Aquatic Vegetation Survey Guidelines” ([Attachment 7](#)). If no survey performed, aquatic vegetation, including Johnson’s seagrass, will be presumed to be present for purposes of this Special Condition.
- (2) Outside the range of Johnson’s seagrass but within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia County north of Ponce Inlet) and within tidal waters, the presence of seagrass and tidal freshwater submerged aquatic vegetation will be determined using the “Submerged Aquatic Vegetation Survey Guidelines” ([Attachment 7](#)) unless a site visit or aerial photography observes absence during the growing season (if water depth and clarity allows) or aquatic vegetation has not been found in the vicinity in the past.
- (3) Pile-supported structures, IF aquatic vegetation is present (including seagrass, tidal freshwater submerged aquatic vegetation and emergent vegetation), THEN must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers’/National Marine Fisheries Service’s “Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat” updated November 2017 ([Attachment 5](#)).
- (4) In addition to (1) to (3) above, IF the proposed dock or proposed structure is within range of Johnson’s seagrass (the range of Johnson’s seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), and IF the proposed dock or proposed structure falls within the following scenarios, THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below. (Reference: The following replicates “Scenario B” as defined within A2.17., PDCs for Docks or Other Minor Structures of JAXBO.):
 - (i) Dock replacement in the exact footprint (i.e., same location/configuration/size) as the previous dock and:
 - (a) within Johnson’s seagrass critical habitat with No current seagrass survey (completed no earlier than 1 year before submitting the application); or, Johnson’s seagrass under the dock; or, Native seagrass, other than Johnson’s seagrass, under the dock; or,
 - (b) within the Range of Johnson’s seagrass (outside of critical habitat) with No current seagrass survey or, Johnson’s seagrass under the dock,
 - (ii) New docks or dock expansions and:
 - (a) within Johnson’s seagrass critical habitat; or,
 - (b) within the Range of Johnson’s seagrass (outside of critical habitat) with: No current seagrass survey (completed no earlier than 1 year before submitting the application) or, Johnson’s seagrass within property limit.

- c. The following additional restrictions apply when required by paragraphs 8.a.(2) or 8.b.(4), above (Reference: The following replicates the “Dock PDCs for Scenario B” within A2.17. PDCs for Docks or Other Minor Structures of JAXBO.):
- (1) To avoid and minimize impacts to Johnson’s seagrass and native, non-listed seagrasses to the maximum extent practicable:
 - (i) The dock must be positioned to avoid and minimize effects to Johnson’s seagrass.
 - (ii) Over any area that contains Johnson’s seagrass or native, non- listed seagrasses, the dock shall be oriented in a north-south orientation to the maximum extent that is practicable to allow maximum sunlight under the structure.
 - (iii) If practicable, terminal platforms shall be placed in deep water, waterward of Johnson’s seagrass beds or native, non-listed seagrasses beds or in an area devoid of Johnson’s seagrass or native, non-listed seagrasses.
 - (iv) Piles must be spaced a minimum of 10 ft apart in any area that contains Johnson’s seagrass to minimize direct impacts.
 - (v) Piles shall be installed in a manner that will not result in the formation of sedimentary deposits (e.g., donuts or halos) around the newly installed pilings.
 - (vi) No covered boat lifts are allowed over any Johnson’s seagrass.
 - (2) Decking options: Deck surfaces (parallel with the water) that are located waterward of the MHWL must be constructed of grated materials or plank construction or a combination of the both methods (e.g. plank decking on the walkway and grated decking on the terminal platform). These decking options are described below:
 - (i) For grated decking:
 - (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 3 ft above MHW when constructed with grated decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 160 ft². Marginal docks are limited to a width of 5 ft. The 5 ft width restriction is measured from wet side of the seawall. For example, if a seawall cap is 3 feet overwater then the dock would be limited to 2 feet.
 - (c) Material description: Decking materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. These materials must provide a minimum of 43% open space.
 - (ii) For plank decking:
 - (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 5 ft above MHW when constructed of plank decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 120 ft². Marginal docks are limited to a width of 5 ft.

- (c) **Material description: Deck boards may be constructed of any material. Deck Boards must be installed to provide a minimum of a 0.5-in gap between individual deck boards.**
- d. **Aids to Navigation in Acropora critical habitat. The distance from Aids to Navigation (ATONs) to ESA-listed corals and Acropora critical habitat shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).**

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated below in Exhibit-B which is attached and made a part of this Agreement. The CITY is adding a separate \$28,375.05 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$217,542.05. Total Agreement includes Items 1-9 of the below Bid Schedule. Retainage of (10%) ten percent will be a part of said agreement and future payments.

19-049 Naples Landing Dock Renovation - ITB					
Bid Schedule					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Contractor Job/Job/Job	EA	2	9,726.00	\$ 19,452.00
2	Dock Removal/Disposal	M	1.000	12.00	\$ 17,952.00
3	New Front	M	1.000	75.00	\$ 112,200.00
4	ADA Dock/Gate	LF	26	218.00	\$ 6,104.00
5	Dock Berms	LN	1	7,157.00	\$ 7,157.00
6	Dock Water	LN	1	2,207.00	\$ 2,207.00
7	Seepage/Leakoff/Rings	LN	1	5,873.00	\$ 5,873.00
				TOTAL COST	\$ 170,945.00
WRITTEN COST \$ One hundred seventy thousand nine hundred forty five dollars and 00/100					
NOTE IF ANY RUCK FUNCTIONING (DRILLING) SHOULD BE REQUIRED PERMITTEE OR ENGINEER MUST BE NOTIFIED PRIOR TO COMMENCEMENT					
OPTIONS					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
8	Dock Seal Options	LF	145	119.00	\$ 17,255.00
9	Wood DMs (12' x 22' with cap) (over up)	EA	1	967.00	\$ 967.00

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

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

Company Name: Kelly Brothers, Inc.
 EIN 59-2069592
 Email estimating@kellybros.net
 Name and Title of individual completing this schedule:
Dane Kelly President
 (Printed Name) (Title)
[Signature] 8/5/2019
 (Signature) (Date)

19-049 Naples Landing Dock Renovation - ITB

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the President of the Kelly Brothers, 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 300 day of SEPTEMBER, 2019.

By: 